TRANSCRIPT OF RECORD

Supreme Court of the United States

OCTOBER TERM, 1934

No. 60

THE INDIANA FARMER'S GUIDE PUBLISHING COMPANY, PETITIONER,

vs.

THE PRAIRIE FARMER PUBLISHING COMPANY, WALLACE PUBLISHING COMPANY, THE WISCONSIN FARMER COMPANY.

ON WRIT OF CERTIORARI TO THE UNITED STATES CIRCUIT COURT OF APPEALS FOR THE SEVENTH CIRCUIT.

PETITION FOR CERTIORARI FILED MAY 26, 1934.

CERTIORARI GRANTED OCTOBER 8, 1934.

SUPREME COURT OF THE UNITED STATES

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1 Pleas of the District Court of the United States for the Placita.
Southern District of Indiana, at the United States Court House in the City of Indianapolis, in said District, before the Honorable Robert C. Baltzell, Judge of said District Court.

The Indiana Farmer's Guide Publishing Company
vs.
The Prairie Farmer Publishing Co., *et al.*
} No. 9479 at Law.

Be It Remembered that heretofore to wit: at the May Term of said Court, on the 1st day of July, 1932, before the Honorable Robert C. Baltzell, Judge of said Court, the following proceedings in the above cause were had, to wit:

Comes now the plaintiff, by its attorneys, and files complainant in the above entitled cause, which complaint is as follows:

2 IN THE DISTRICT COURT OF THE UNITED STATES

For the District of Southern Indiana,

Indianapolis Division.

The Indiana Farmer's Guide Publishing Company, *Complainant,* *vs.* The Prairie Farmer Publishing Company, Wallace Publishing Company, The Wisconsin Farmer Company, The McKelvie Publishing Company, Webb Publishing Company, Midwest Farm Paper Unit, Inc., *Defendants.*	At Law No. 9479.

COMPLAINT.

Count I.

The complainant, The Indiana Farmer's Guide Publishing Company, complains of the several defendants named in the title, and for its cause of complaint it respectfully informs the Honorable Court as follows:

(1) The complainant is a corporation duly organized under the laws of the State of Indiana, with its principal office in the City of Huntington in said State, and as such cor-
3 poration it is a citizen of said State of Indiana.

The defendant, The Prairie Farmer Publishing Company, is a corporation organized under the laws of the State of Illinois, and as such corporation it is a citizen of said State of Illinois.

The defendant, Wallace Publishing Company, is a corporation organized under the laws of the State of Iowa, and as such corporation it is a citizen of said State of Iowa.

The defendant, The Wisconsin Farmer Company, is a corporation organized under the laws of the State of Wisconsin and as such corporation is a citizen of said State of Wisconsin.

The defendant, The McKelvie Publishing Company, is a corporation organized under the laws of the State of Neb-

braska, and as such corporation it is a citizen of said State Nebraska.

The defendant, Webb Publishing Company, is a corporation organized under the laws of the State of Minnesota, and as such corporation is a citizen of said State of Minnesota.

The defendant, Midwest Farm Paper Unit, Inc., is a corporation organized under the laws of the State of Illinois, and as such corporation is a citizen of said State of Illinois.

The complainant further says that there exists a diversity of citizenship between the plaintiff and the several defendants within the meaning of the Federal laws conferring jurisdiction upon this court, and the amount in controversy, exclusive of interest and costs as hereinafter will be more fully made to appear, exceeds Three Thousand ($3,000.00)
4 Dollars; that there is also involved a federal question to be presented under certain of the counts of the complaint, as will hereinafter be more fully stated.

(2) The plaintiff is engaged in the business of publishing and circulating a farm journal known as The Indiana Farmer's Guide, peculiarly adapted to the needs and interests of farmers; that its papers are prepared and printed in the City of Huntington in said State, from which point they are sent out to the various customers and subscribers within and without said state; that while most of the plaintiff's customers are residents of said State of Indiana, many reside in other states, and particularly the several adjoining states, viz., Illinois, Michigan, Ohio and Kentucky.

(3) The several defendants named in the title, other than the Midwest Farm Unit, Inc., are engaged in the business of publishing and circulating publications of special interest to farmers, with their principal circulations within their respective states and localities, but also having customers outside of their home states. The defendant Midwest Farm Paper Unit, Inc., is a corporate agency created by the several other defendants for the purpose of aiding them in carrying out an unlawful combination and conspiracy, as will hereinafter be more fully stated.

The defendant, The Prairie Farmer Publishing Company, has formally qualified to do business in Indiana, and maintains its principal office in this district with authority to accept service of process in such actions, and all of the defendants transact business therein.

(4) An important part of the plaintiff's business consists of obtaining advertisements from various persons, firms, and

corporations residing within and without the State of
5 Indiana having articles or merchandise for sale, and in publishing said advertisements in the papers published and circulated among the plaintiff's subscriber's and customers, both within and without said state. The main part of the revenues which the plaintiff receives for preparing and publishing its paper and delivering the various issues thereof to its subscribers and customers is derived from the advertising customers, and it is through the funds thus derived that the plaintiff is enabled to carry on its busin.. and deliver its publications at a price of subscription which those engaged in the farming and agricultural interests are able and willing to pay.

(5) The greater portion of the advertisements carried in the plaintiff's publication is received from customers who reside outside of the State of Indiana. In the handling of the display advertising, which forms the main portion of the gross advertising business, in most cases the cuts or electrotypes are sent to the plaintiff by the advertisers or their advertising agencies, which cuts or electrotypes are usually prepared by persons engaged in that special business at the points where the advertising matters originate. The obtaining of the advertisements, the cuts or forms used for their publication, and the carrying of both the news items and the advertisements and delivering them to the plaintiff's subscribers and customers within and without the State of Indiana, are all elements of interstate commerce and the plaintiff is engaged in the business of carrying on interstate commerce.

(6) The five corporate defendants which united in forming the Midwest Farm Paper Unit, Inc., agency, as here-
6 inbefore stated, respectively publish and circulate form papers, as follows:

The Prairie Farmer Publishing Company put out a publication known as The Prairie Farmer, which circulates mainly in the State of Illinois, and it also issues from the same plant in said state an edition substantially of the same makeup, which is designated as The Prairie Farmer, Indiana Edition, which circulates mainly in the State of Indiana.

Wallace Publishing Company puts out a journal known as Wallace's Farmer and Iowa Homestead, which circulates mainly in the State of Iowa.

The Wisconsin Farmer Company puts out a journal known as Wisconsin Agriculturist and Farmer, which circulates mainly in the State of Disconsin.

The McKelvie Publishing Company puts out a publication known as The Nebraska Farmer, which circulates mainly in the State of Nebraska.

Webb Publishing Company puts out a journal known as The Farmer and Farm, Stock and Home, which circulates mainly in the State of Minnesota, and it also puts out an edition from the same plant, substantially of the same make-up, known as The Farmer and Farm, Stock and Home, Dakota Edition, which circulates mainly in the States of North and South Dakota.

(7) Sometime prior to March, 1930, the exact date of which complainant is unable to state, the defendants which joined in forming said Midwest Farm Paper Unit, Inc., entered
7 into a contract, combination and conspiracy for the purpose of obtaining a monopoly of the farm paper business, including the publication, circulation, and distribution of printed matters and of advertisements of peculiar interest to farmers within the territory covered by the aforesaid publications; that in furtherance of this combination and conspiracy, they conceived a plan and design calculated to break down and destroy competition with other farm publications within said territory; that in order to effectuate that purpose they agreed upon a combination schedule of advertising rates for their combined publications, including the Indiana Edition of The Prairie Farmer and the Dakota Edition of The Farmer and Farm, Stock and Home, materially below the combined rates for the separate publications; that it was a part of said contract, combination and conspiracy that no other publisher of any farm journal circulating within said territory should be allowed to join with them in carrying any of the advertising business on equally favorable terms as fixed in the combination schedules, nor should any advertiser be allowed relatively reduced rates for the combination publications exclusive of the Indiana Edition of The Prairie Farmer or the Dakota Edition of The Farmer and Farm, Stock and Home.

(8) For instance, and as illustrative of the manner in which the unlawful contract, combination, and conspiracy was put into force and is being carried out, the several defendants are offering a full page advertisement in each of the seven publi-
cations hereinbefore named, (counting the so-called The
8 Prairie Farmer, Indiana Edition and The Farmer and Farm, Stock and Home, Dakota Edition as separate publications,) for the sum of $4870.00, but in event the advertiser

takes a full page in only six of said publications, omitting the Indiana edition of The Prairie Farmer, he is required to pay $5170.00, or $300.00 more for the six editions, omitting the said Indiana Edition of The Prairie Farmer, than for the seven publications, including it as one of them; and said defendants have been and are receiving many advertisements in response to the discriminating combination schedules so offered for their combined publications, which has been so agreed upon, and for the purpose of forcing the plaintiff and other publishers of competing farm journals in said territory out of business as competitors of the defendants in the territory wherein their publications mainly circulate, as hereinbefore stated.

(9) The Indiana Farmer's Guide has a larger circulation in the State of Indiana than the so-called Indiana Edition of The Prairie Farmer, but through the pooling of their interests and joining in unfair rate schedules for advertising, The Prairie Farmer Publishing Company is enabled to obtain a larger measure of the advertising business for its Indiana Edition than its relative circulation as compared with the circulation of The Indiana Farmer's Guide would enable it to obtain, except for the unlawful combination rates; that the purpose and effect of the combination agreement and schedule is to destroy the competition presented by the plaintiff's publication in the State of Indiana, and to break down and destroy the plaintiff's business, and to give it a mo-
9 nopolistic control of such business in the State of Indiana, and the adjoining states.

(10) The plaintiff further says that in order to effectuate the unlawful contract, combination and conspiracy so entered into and agreed upon as hereinbefore alleged, the said several publishing corporations banded themselves together in a voluntary corporate agency, styled Midwest Farm Paper Unit, Inc., with headquarters in Chicago, which agency is under the dominant control and direction of the defendant The Prairie Farmer Publishing Company in so far as its activities relate to the Indiana field and business; that said combination and activities are calculated to, and in fact do, operate in restraint of trade and commerce among the several states, in violation of the provisions of Sections 1 and 2 of an Act of Congress of July 2, 1890, commonly known as the Sherman Anti-Trust Act; that the plaintiff has been damaged by said unlawful conduct and activities of the defendants in the sum of $200,000.00.

Wherefore, the plaintiff prays judgment for $600,000.00 as three-fold damages by it sustained, and the costs of this suit, including a reasonable attorney's fee in such amount as the court may find just, estimated at $25,000.00, all as provided in Section 7 of said Act, and all further relief proper in the premises.

10 Count III.

For further and third count of complaint, the plaintiff informs the Honorable Court as follows:

(1-6) To avoid unnecessary repetition, the plaintiff refers to and incorporates herein clauses 1 to 6, both inclusive, of the first count of the complaint.

(7) The plaintiff further says that sometime prior to March, 1930, the exact date of which the plaintiff is unable to state, the several defendants other than the Midwest Farm Paper Unit, Inc., entered into a combination and conspiracy for the purpose of monopolizing the business of publishing and circulating newspapers or journals of special interest to farmers within the territory wherein their publications are mainly circulated, viz., the states of Indiana, Illinois, Wisconsin, Iowa, Nebraska, Minnesota, North Dakota and South Dakota: that it was a part of said combination and conspiracy that the said several defendants were to obtain the proposed monopolistic control of such business through a combination schedule of advertising rates in their publications which would so stifle the competition of other publications within said territory as to force them out of business, thereby giving the said defendants such complete control as to enable them to exact arbitrary prices for their publications and the advertisements therein to be carried.

In furtherance of this unlawful purpose, said several defendants wrongfully agreed upon and adopted a combina-
11 tion schedule of rates for advertising space in their publications, under which, advertisements carried in all of said publications, including the Indiana Edition of The Prairie Farmer and the Dakota Edition of The Farmer and Farm, Stock and Home, costs substantially less than to carry the same advertisements in any six of said publications; that it was a further part of said combination and conspiracy that not any one or more of the several defendants joining therein should enter into any agreement or understanding with any other publisher or publishers of farm papers in said territory for joint advertising rates; nor were they to enter into any

such agreements or understanding amongst themselves to which all of them would not be parties; that it was a further part of said combination and conspiracy that the said several defendants were not to permit any other publisher in said territory to join with them in giving combination rates so as to enable any such publisher to share the advantages thereof on equal terms and thereby compete with them for such business on fair and equal terms.

The plaintiff further says that to effectuate said unlawful combination and conspiracy the said several defendants banded themselves together under the cloak of corporate agencies, first known as Standard Farm Papers Unit, Inc., and later changed to Mid-West Farm Paper Unit, Inc., being the defendant last mentioned in the title of this action, through which agencies all of the aforesaid unlawful agreements, combinations and conspiracies have been and still are being carried out, as a result of which the several defend-
12 ants have greatly broken down the competition offered in the farm journal business in said territory.

The plaintiff further says that said combination and conspiracy so entered into and carried on by and between the several defendants s in violation of Section 2 of the Act of Congress of July 2d, 1890, and that the plaintiff has been damaged thereby in the amount of $200,000.00.

Wherefore, the plaintiff prays judgment against the defendants for $600,000.00 and attorney's fees estimated in the amount of $25,000.00, and all other relief found proper in the premises.

LESH, LOWTHER & LESH,
911 Continental Bank Bldg.
Indianapolis, Ind.
LESH & LESH,
Lesh Building,
Huntington, Ind.
Attorneys for the Plaintiff.

13 Entry for July 1, 1932, Continued.

And thereupon there issued out of the office of the Clerk of this Court summones as follows:

To the United States Marshal Southern District of Indiana for defendant, The Prairie Farmer Publishing Company.

To the United States Marshal Southern District of Iowa for defendant, Wallace Publishing Company.

To the United States Marshal, District of Nebraska for defendant, The McKelvie Publishing Company.

To the United States Marshal, Eastern District of Wisconsin for defendant, The Wisconsin Farmer Company.

To the United States Marshal, District of Minnesota, for defendant, Webb Publishing Company.

To the United States Marshal, Eastern District of Illinois, for defendant, Midwest Farm Paper Unit, Inc.

14 And afterwards to wit: at the May Term of said Court, on the 4th day of November, 1932, before the Honorable Robert C. Baltzell, Judge of said Court, the following further proceedings were had herein to wit: Entered Nov. 1932.

Come now the parties in the above entitled cause by their attorney, and the plaintiff now moves the court for leave to withdraw and dismiss said second count in the complaint without prejudice, which motion is sustained, and said second count is hereby withdrawn and dismissed without prejudice.

The defendants are now ordered to answer as to the first and third counts in the complaint within 20 days.

15 And afterwards, to wit: at the November Term of said Court, on the 19th day of November, 1932, before the Honorable Robert C. Baltzell, Judge of said Court, the following further proceedings were had herein to wit: Filed Nov. 1 1932.

Comes now the defendant Prairie Farmer Publishing Company, by its attorneys, and files answer in general denial to first and third counts of plaintiff's complaint, which answer is as follows:

16 * * (Caption) * *

ANSWER IN GENERAL DENIAL.

The defendant, The Prairie Farmer Publishing Company, for its answer to the first and third counts of plaintiff's complaint, denies each and every allegation contained in each of said first and third counts of plaintiff's complaint.

THOMAS E. MURPHY,
CLARENCE F. MERRELL,
SLAYMAKER, MERRELL & LOCKE,
Attorneys for Defendant, The Prairie Farmer Publishing Company.

Entry for November 19, 1932, Continued.

17 Comes also the defendant, Wallace Publishing Company, by its attorneys, and files answer in general denial to first and third counts of plaintiff's complaint, which answer is as follows:

18 * * (Caption) * *

ANSWER IN GENERAL DENIAL.

The defendant, Wallace Publishing Company, for its answer to the first and third counts of plaintiff's complaint, denies each and every allegation contained in each of said first and third counts of plaintiff's complaint.

J. L. PARRISH,
CLARENCE F. MERRELL,
SLAYMAKER, MERRELL & LOCKE,
Attorneys for Defendant, Wallace Publishing Company.

Entry for November 19, 1932, Continued.

19 Comes also the defendant, Wisconsin Farmer Company, by its attorneys, and files answer in general denial to first and third counts of plaintiff's complaint, which answer is as follows:

20 * * (Caption) * *

ANSWER IN GENERAL DENIAL.

The defendant, The Wisconsin Farmer Company, for its answer to the first and third counts of plaintiff's complaint, denies each and every allegation contained in each of said first and third counts of plaintiff's complaint.

J. L. PARRISH,
CLARENCE F. MERRELL,
SLAYMAKER, MERRELL & LOCKE,
Attorneys for Defendant, The Wisconsin Farmer Company.

Entry for November 19, 1932, Continued.

21 Comes now the defendant, McKelvie Publishing Company, by its attorneys and files answer in general denial to first and third counts of plaintiff's complaint, which answer is as follows:

22 * * (Caption) * *

ANSWER IN GENERAL DENIAL.

The defendant, The McKelvie Publishing Company, for its answer to the first and third counts of plaintiff's complaint, denies each and every allegation contained in each of said first and third counts of plaintiff's complaint.

MAXWELL V. BEGHTOL
CLARENCE F. MERRELL
SLAYMAKER, MERRELL & LOCKE
Attorneys for Defendant, the McKelvie Publishing Company.

23 Entry for November 19, 1932 Continued.

Comes also the defendant, Webb Publishing Company, by its attorneys, and files answer in general denial to first and third counts of plaintiff's complaint, which answer is as follows:

24 * * (Caption) * *

ANSWER IN GENERAL DENIAL.

The defendant, Webb Publishing Company, for its answer to the first and third counts of plaintiff's complaint, denies each and every allegation contained in each of said first and third counts of plaintiff's complaint.

J. L. PARRISH
CLARENCE F. MERRELL
SLAYMAKER, MERRELL & LOCKE
Attorneys for Defendant, Webb Publishing Company.

25 Entry for November 19, 1932 Continued.

And comes also the defendant, Midwest Farm Paper Unit Incorporated, by its attorneys, and files answer in general denial to first and third counts of plaintiff's complaint, which answer is as follows:

26 * * (Caption) * *

ANSWER IN GENERAL DENIAL.

The defendant, Midwest Farm Paper Unit, Inc., for its answer to the first and third counts of plaintiff's complaint, denies each and every allegation contained in each of said first and third counts of plaintiff's complaint.

J. L. PARRISH
CLARENCE F. MERRELL
SLAYMAKER MERRELL & LOCKE
Attorneys for Defendant, Midwest Farm Paper Unit, Inc.

27 And afterwards to wit: at the May Term of said Court, on the 13th day of May, 1933, before the Honorable Robert C. Baltzell, Judge of said Court, the following further proceedings were had herein, to wit:

Comes now the plaintiff by its attorneys, and files motion for leave to file supplemental complaint, which motion is as follows: (H. I.)

And the Court being duly advised grants said motion, and the plaintiff now files supplemental complaint, which is as follows;

28 * * (Caption) * *

SUPPLEMENTAL COMPLAINT.

The complainant, The Indiana Farmer's Guide Publishing Company, for its supplemental complaint says that since the filing of the original complaint on the first day of July, 1932, the defendants have continued the activities as stated and described in the first and third counts of said complaint, in consequence of which the plaintiff has sustained additional

damages in the amount of $25,000.00, for which the plaintiff asks a recovery in addition to the damages accruing prior to the filing of the original complaint.

U. S. LESH for
LESH & LESH (Indpls)
LESH & LESH (Huntington)
Attorneys for Complainant.

29 And afterwards, to wit: at the May term of said Court, on the 31st day of May, 1933, before the Honorable Robert C. Baltzell, Judge of said Court, the following further proceedings were had herein, to wit: Entered May 31, 1933.

Come now the parties by their respective attorneys, and this cause now coming on to be tried, here comes a jury, to wit: Charles Moneyhon, John W. O'Bryan, Braden Oltman, Frank Pursley, Robert F. Reister, C. J. Reynolds, Marvin Rockhill, J. T. Sechrest, Prentice Thurman, William Webster, and Samuel O. Winnings, who being duly impaneled and sworn and having heard the evidence in part, are now allowed by the Court to separate until the calling of this cause tomorrow morning.

30 And afterwards to wit: at the May Term of said Court on the 1st day of June, 1933, before the Honorable Robert C. Baltzell, Judge of said Court the following further proceedings were had herein, to wit: Entered June 1, 1933.

Come again the parties by their respective attorneys, and come again the jury heretofore impaneled and sworn, and the trial of this cause is resumed, further evidence is heard, and the plaintiff concludes its evidence in chief. Thereupon defendants file motion for directed verdict, which motion is as follows: (H. I.)

And the Court being duly advised, orders that said motion for directed verdict be, and the same is, hereby overruled, to which ruling of the Court said defendants except. Further evidence is heard and concluded, and the defendants file motion for directed verdict, which motion is as follows:

31 * * (Caption) * *

MOTION OF DEFENDANTS, SEVERALLY, FOR A DIRECTED VERDICT AT THE CLOSE OF ALL THE EVIDENCE.

The defendants in the above entitled cause, at the close of all of the evidence and before the commencement of the ar-argument of counsel to the jury, each, separately, by their attorneys, move the court to instruct the jury to return a verdict for the defendants, severally, and the defendants, severally, move the court to give to the jury instruction Numbered 1, filed herewith.

THOMAS E. MURPHY
MAXWELL V. BEGHTOL
J. L. PARRISH
SLAYMAKER MERRELL & LOCKE
Attorneys for Defendants.

32 Instruction No. 1.

The court instructs the jury to return a verdict for each of the defendants in this cause.

33 Entry for June 1, 1933, Continued.

June And the Court being duly advised sustains said motion for directed verdict, to which ruling of the Court the plaintiff excepts. And the Court directs the jury to return a verdict for defendants. And the jury now returns into open court the following verdict:

"We, the jury, find for the defendants. Frank Pursley Foreman." to which the plaintiff excepts.

It is therefore considered and adjudged by the Court that the plaintiff take nothing by reason of the matters and things alleged in its complaint, and that the defendants have and recover their costs laid out and expended herein, taxed at $.....

45 Entry for August 15, 1933 Continued.

And the plaintiff also files bill of exceptions, which has been signed and approved by the Court and is as follows:

47 * * (Caption) * *

BILL OF EXCEPTIONS.

Be It Remembered, that on the 31st day of May, 1933, at the May Term of the District Court of the United States for the District of Southern Indiana, Indianapolis Division, the above entitled cause came on for trial, the Honorable Robert C. Baltzell, Judge of the United States District Court for the District of Southern Indiana presiding, whereupon the following proceedings were had, to-wit:

A jury was impaneled and sworn, according to law, and the trial commenced on said 31st day of May, 1933. Lesh and Lesh of Indianapolis, and Lesh and Lesh of Huntington, appeared as counsel for the plaintiff, and Slaymaker, Merrell & Locke of Indianapolis, Maxwell V. Beghtol of Lincoln, Nebraska, and Thomas Murphy of Chicago, appeared as counsel for the defendants.

The jury having been duly impaneled and sworn to try the cause, and opening statements of counsel having been made, the plaintiff, to maintain the issues on its behalf, offered and introduced the following evidence, to-wit:

48 The plaintiff first offered and read in evidence certain exhibits, as follow:

PLAINTIFF'S EXHIBIT #1.

(Omitting title)

"For the purposes of the trial in the above entitled cause, it is hereby stipulated that The Indiana Farmer's Guide Publishing Company is a corporation organized under the laws of the State of Indiana, and as such corporation is a citizen of said state of Indiana; that the defendant The Prairie Farmer Publishing Company is a corporation organized under the laws of the State of Illinois and as such corporation is a citizen of said State of Illinois; that the defendant Wallace Publishing Company is a corporation organized under the laws of the State of Iowa, and as such corporation it is a citizen of said state of Iowa; that The Wisconsin Farmer Company is a corporation organized under the laws of the State of Wisconsin and as such corporation it is a citizen of

said State of Wisconsin; that the defendant The McKelvie Publishing Company is a corporation organized under the laws of the State of Nebraska and as such corporation it is a citizen of the State of Nebraska; that the defendant Webb Publishing Company is a corporation organized under the laws of the State of Minnesota, and as such corporation it is a citizen of said State of Minnesota."

PLAINTIFF'S EXHIBIT #2.

(Omitting title and signatures)

"For the purpose of saving the time of the court and jury and the expense to the parties in producing proof of certain facts which may be material in the trial of this cause, it is stipulated between the plaintiff and all of the defendants as follows:

"(1) Either of the parties to said action may read in evidence before the court and jury, subject to the objection of any party that the facts offered to be so read are not material to the issues, any compilation or data prepared by Standard Rate and Data Service, as found in any of its compilations, covering matters claimed to be pertinent to the issues in controversy.

"(2) Either of the parties may read in evidence before the court and jury, subject to the objection of any party that the facts offered to be so read are not material to the issues, any compilationn or data prepared by the Audit Bureau of Circulation, as found in any of its audit reports, covering matters claimed to be pertinent to the issues in controversy.

49 "(3) Either of the parties may read in evidence before the court and jury, subject to the objection of any party that the facts offered to be so read are not material to the issues, any compilation or data as prepared by the Advertising Record Company, and certified by it as based upon records kept by it in its regular course of business, covering matters claimed to be pertinent to the issues in controversy."

PLAINTIFF'S EXHIBIT #3.

This exhibit was a certified copy of the qualification of the Prairie Farmer Publishing Company to do business in the State of Indiana. Omitting formal parts, the instrument cer-

tifies: That the name of this corporation is Prairie Farmer Publishing Company. It is incorporated under the laws of the State of Illinois. The location of its principal office in such state is 1230 W. Washington Street, Chicago, Illinois. The character of business under its articles of incorporation or association, which it is authorized to transact in Indiana, is selling subscription and advertising. The total number of shares of all kinds which this corporation is authorized to issue is 2000, of which there is issued and outstanding 2000 shares. The proportion of its capital stock represented by business to be transacted and tangible property to be employed in this state is 41/650, which applied to the total number of issued and outstanding shares is 126 for the year next succeeding the date of filing. The address of the corporation in this state is Illinois, Building, Indianapolis, Marion County. The name of its resident agent in Indiana for service of legal process is J. A. Sackrison, whose post office address is Illinois Building, Indianapolis, Indiana. The certificate was issued under date of March 31, 1930.

PLAINTIFF'S EXHIBIT #3½.

This was a certified copy of the Articles of Incorporation and amendments thereto, of what was originally named
50 George W. Herbert, Inc., but later by amendment took the name of Standard Farm Papers, Inc. It is a voluminous document, but the following are the pertinent portions:

(1) The name of such corporation is George W. Herbert, Inc.

(2) The object for which it is formed is to conduct a general advertising business and everything of every name and nature in any way pertaining to the advertising business.

The articles were executed and acknowledged by Henry L. Freking, Will W. Dunkle and Mark R. Sherman, under date of July 18, 1911.

Under date of January 15, 1918, at a special meeting at the office of the company in Chicago, a resolution was passed, which reads:

"Resolved, that the name of this corporation be changed from 'George W. Herbert, Inc.,' to 'Standard Farm Papers, Inc.'

"Resolved, that the number of directors of said corporation be increased from three (3) directors to five (5) directors."

This amendment to the articles was attested as follows:

"State of Illinois } ss:
County of Cook }

"I, Burridge D. Butler, being duly sworn, declare on oath that I am President of the corporation mentioned in the foregoing certificate, and that the statements therein made are true in substance and in fact.

"In Witness Whereof I have hereunto set my hand and caused the seal of the corporation to be affixed this 18th day of January, A. D. 1918.

"BURRIDGE D. BUTLER,
President.

"Subscribed and sworn to before me this 18th day of January, A. D. 1918.

"JOHN JOHNSON,
Notary Public."

Under date of April, 1922, a resolution was adopted, changing the location of the business office of Standard Farm Papers, Inc., from one point to another in the City of Chi-
51 cago, which proceedings were attested as follows:

"State of Illinois } ss:
County of Cook }

"I, Horace C. Klein, being duly sworn, declare on oath that I am President of the corporation mentioned in the foregoing certificate, and that the statements therein made are true in substance and in fact.

"In Witness Whereof, I have hereunto set my hand and caused the seal of said corporation to be affixed this 25th day of April, A. D. 1922.

"HORACE C. KLEIN,
President

"Subscribed and sworn to before me this 25th day of April, A. D. 1922.

"JOS. J. LADOUCEUR
Notary Public."

In November, 1925, proceedings were had for a further change in the location of the office of the corporation, which was certified as follows:

"State of Illinois } ss:
County of Cook }

"I, S. R. McKelvie, being duly sworn, declare on oath that I am President of the corporation mentioned in the foregoing certificate, and that the statements therein made are true in substance and in fact.

"In Witness Whereof, I have hereunto set my hand and caused the seal of said corporation to be affixed this 17th day of November, A. D. 1925.

"SAMUEL R. MCKELVIE
President

"Subscribed and sworn to before me this 17th day of November, A. D. 1925.

"ALBERT S. HALL
Notary Public."

In September, 1931, a further change in the location of the office was made, which was certified as follows:

"State of Illinois } ss:
Cook County }

"I hereby certify that pursuant to authorization thereof by the Board of Directors of the Standard Farm Papers
52 Inc. company the address has been changed from 307 N. Michigan Avenue, in the City of Chicago, Illinois, to Daily News Building, 400 W. Madison Street, in the City of Chicago, Illinois.

"C. V. GREGORY
President."

This certificate is subscribed and sworn to under date of Sept. 28, 1931.

PLAINTIFF'S EXHIBIT #4.

This was a certified copy of the Articles of Incorporation of the Mid-West Farm Paper Unit, Inc. The articles as certified provide:

"We, the undersigned Burridge D. Butler, Dante M. Pierce, and Horace C. Klein, citizens of the United States, purpose to form a corporation under an Act of the General Assembly of the State of Illinois, entitled, 'An Act concerning Corporations', approved April 18, 1872, and all acts amendatory thereof; and for the purpose of such organization we hereby state as follows, to-wit:

"1. The name of such corporation is Mid-West Farm Paper Unit, Inc.

"2. The object for which it is formed is to promote, develop and foster general interest in farm newspapers, and to create and maintain a spirit of mutual cooperation, friendship and understanding among its members. This corporation is organized not for pecuniary profit.

"3. The management of the aforesaid corporation shall be vested in a board of five Directors.

"4. The following persons are hereby selected as the Directors to control and manage said corporation for the first five year of its corporate existence, viz.:

Name	Address	
	Number Street	City State
Burridge D. Butler	1230 Washington Blvd.	Chicago, Ill.
John Wallace		Des Moines, Iowa.
H. C. McKelvie		Lincoln, Nebr.
Dante M. Pierce	8 S. Michigan Ave.	Chicago, Ill.
Horace C. Klein		St. Paul, Minn.

"5. The location is in the city of Chicago in the county of Cook in the State of Illinois, and the post office address of its business office is at No. 400 West Madison Street in the said City of Chicago."

Then follow the signatures of the three persons first named in the Articles, attested under date of November 12, 1931; and filed in the office of the Secretary of State on the 19th day of November, 1931.

53 PLAINTIFF'S EXHIBITS NUMBERS 4½, 5, 6, 6½ and 20 were Mid-West Unit rate cares for 1928 to 1932, both inclusive, and were as follows:

PLAINTIFF'S EXHIBIT #20,

being for 1928, is first stated as follows:

"Midwest Unit

Farmer, The	Prairie Farmer
Kansas Farmer	Wallaces' Farmer
(Mail & Breeze)	Wisconsin Agriculturist
Missouri Ruralist	
Nebraska Farmer	

Less than 1/4 page charged at individual rates.
Over 1/4 page, line..... 5.85

Unit Rates—black and white

1 page	4,400.00
1/2 page	2,200.00
1/4 page	1,100.00
Full page (black & 1 color).....	4,600.00

Note—Pacific Rural Press can be added to any Standard Farm Paper Unit at:

1 page	254.80
1/2 page	127.40
1/4 page	63.70
Line	.35"

PLAINTIFF'S EXHIBIT #4½,

being for 1929, is stated as follows:

"Midwest Unit

Farmer, The
Kansas Farmer
(Mail & Breeze)
Missouri Ruralist
Nebraska Farmer
Prairie Farmer
Wallaces' Farmer
Wisconsin Agriculturist

Less than 1/4 page charged at individual rates.
Over 1/4 page, line..... 6.10

Unit Rates—Black and White

1 page 4,600.00
1/2 page 2,300.00
54 1/4 page 1,150.00
Full page (black and one color)..... 4,780.00

Note—Pacific Rural Press can be added to any Standard Farm Paper Unit at:

1 page 269.36
1 full page, once a month (12 times), per page 250.00
1/2 page 134.68
1/4 page 67.34
Line ..... .37"

PLAINTIFF'S EXHIBIT #5,

being for 1930, is stated as follows:

"Midwest Unit

Farmer & Farm, Stock & Home
Nebraska Farmer
Prairie Farmer
Wallaces' Farmer & Iowa Homestead

Over 1/4 page, line..... 5.65
Full page (black & white)..... 4,000.00
Full page (black & 1 color)..... 4,225.00
3/4 page (black and white)..... 3,100.00
1/2 page (black and white)..... 2,050.00
1/4 page (black and white)..... 1,050.00
Individual copy and cuts must be furnished."

PLAINTIFF'S EXHIBIT #6,

being for 1931, is stated as follows:

"Midwest Unit

The Farmer and Farm, Stock & Home,
St. Paul, Minn.
The Nebraska Farmer, Lincoln, Neb.
The Prairie Farmer,
Illinois Edition, Chicago.
Indiana Edition, Indianapolis.
Wallaces' Farmer and Iowa Homestead,
Des Moines, Iowa.
Wisconsin Agriculturalist and Farmer,
Racine, Wis.

Full page, inside, black and white (756) lines).....$4,870.00
Full page, inside, black and one color (756 lines)....$5,195.30
Full column, black and white, per column.....$1,336.00
(Wallaces' Farmer and Iowa Homestead, Wisconsin Agriculturalist and Farmer and The Farmer and Farm, Stock and Home 196 lines, and Prairie Farmer and The Nebraska Farmer 182 lines.)
Line Rate of.....$ 7.00
Individual copy and cuts must be furnished. All Publications Weekly."

55 PLAINTIFF'S EXHIBIT #6½,

being for 1932, is stated as follows:

"Further Reduction in Rates—

For 1 Column, 2 Column, and 3 Column Advertisements.

MIDWEST FARM PAPER UNIT, INC.

Chicago, Daily News Bldg.

New York, 250 Park Ave.

Wallaces' Farmer & Iowa Homestead The Prairie Farmer
Wisconsin Agriculturalist & Farmer The Nebraska Farmer
and
The Farmer and Farm, Stock & Home
Effective January 1, 1932, and Issued December 31, 1931
upon all contracts now in hand.

Full Page, inside, black and white.....	$4,870.00
Full Page, inside, black and 1 color....	5,195.30
3 Full columns, black and white.....	3,822.00
2 Full columns, black and white.....	2,548.00
1 Column, black and white.....	1,274.00
Line Rate	7.00

Unit advertisements 182 lines deep are given full column space. Individual copy and cuts must be furnished. All publications Bi-Weekly. Closing Dates—Ten days prior to Date of Publication."

PLAINTIFF'S EXHIBITS 7 TO 11, INCLUSIVE.

Plaintiff's Exhibits Numbers 7-11, both inclusive, were compilations of advertisements carried in the several publications during the period of time and within the limitations as shown on the face and the certificates attached thereto, as made out by the Advertising Record Company, and were as follows:

EXHIBIT No. 7.

THE ADVERTISING RECORD COMPANY
1928

New York Office
280 Broadway

Home Office
4247 Hazel Avenue
Chicago

Form 46 SUMMARY AGRICULTURAL PAPERS—THE ADVERTISING RECORD CO. Month of 1928

NAME OF ADVERTISER	ADDRESS	Wallaces' Farmer and Iowa Homestead	The Farmer and Farm, Stock and Home Minnesota Edit.	The Farmer and Farm, Stock and Home Dakotas-Montana Edit.	Prairie Farmer Illinois Ed.	Prairie Farmer Indiana Ed.	Wisconsin Agriculturist and Farmer	Nebraska Farmer	Indiana Farmers Guide
57									
Acetol Products, Inc	New York City	2924	2394	....	2394	....	2144	2394	....
American Chain Company	Bridgeport, Conn	1434	1434	....	1434	....	1434	1434	....
American Steel & Wire Company	Chicago	2786	2996	....	2562	....	2444	3038	2646
American Telephone & Telegraph Co	New York City	1344	1344	....	1344	....	1344	1344	1344
Amtorg Trading Corp	New York City	168	168	....	168	....	112	112	....
Armour and Company	Chicago	1680	1680	....	1680	....	1680	1680	1680
Armstrong Cork Company	Lancaster, Pa	3780	3920	....	3640	....	3920	3640	....
Atwater Kent Manufacturing Company	Philadelphia, Pa	900	2522	....	1992	....	900	2548	2468
Avery Power Machinery Co	Peoria, Ill	168	336	....	336	....	336	336	336
Bayer Company, Inc., The (Bayer-Semesan Co., Inc.)	New York City	2100	4800	....	2850	....	3450	3000	2400
Belle City Incubator Co	Racine, Wis	204	403	....	319	....	492	254	202
Belle City Manufacturing Co	Racine, Wis	1736	1048	....	850	....	850	2184	1130
Bowsher Co., D. P	South Bend, Ind	196	88	....	168	....	84	140	252
Buick Motor Company	Flint, Mich	3780	3780	....	3780	....	3780	3780	3780
Case Threshing Machine Co., Inc., J. I. (Case Co., J. I.)	Racine Wis	1512	1764	....	1512	....	1764	4452	2216
Caterpillar Tractor Co	Peoria, Ill	2268	2352	....	2184	....	2352	2184	588
Champion Spark Plug Co	Toledo, Ohio	1701	1764	....	1638	....	1764	1820	1764
Chevrolet Motor Company	Detroit, Mich	6048	7532	....	7084	....	6272	7084	6748
Chicago Mail Order Co	Chicago	378	784	....	1274	....	1226	1426	1376
Chicago & Northwestern Railway	Chicago	522	466	....	431	....	566	386	....
Chrysler Sales Corporation	Detroit, Mich	3780	2506	....	2408	....	2506	2408	2506
Coleman Lamp and Stove Company, The	Wichita, Kansas	450	800	....	750	....	450	700	900

26

Bill of Exceptions.

Columbian Rope Company	Auburn, N. Y.	1050	1050	....	1050	....	1526	1526	1526
Continental Steel Corporation (Kokomo Steel & Wire Company)	Kokomo, Ind	539	1050	....	2058	....	546	1036	2044
Corn Products Refining Company	New York City	1134	1176	....	1092	....	1896	1092	....
Cottonseed Products Association	Dallas, Tex	896	672	....	896	....	896	896	....
Curtis Publishing Company, The	Philadelphia, Pa	378	392	....	364	....	392	364	392
Cushman Motor Works, The	Lincoln, Nebr	376	376	....	376	....	376	412	....
Dairy Association Co., Inc	Lyndonville, Vt	2516	3250	....	2594	....	4084	1650	3008
Deere & Co	Moline, Ill	4312	7018	....	2484	....	2306	8218	5636
De Laval Separator Company, The	New York City	3801	3857	....	3745	....	3031	3745	3857
58									
Delco-Light Company	Dayton, Ohio	2394	1197	....	2394	....	2394	2394	2394
De Soto Motor Corporation	Detroit, Mich	2457	2548	....	2366	....	2548	2366	2548
Dodge Brothers Corporation	Detroit, Mich	1596	1624	....	1568	....	1624	1658	1232
Economy Housing Co	Onawa, Iowa	3136	2202	....	1600	....	3224	686	1786
Electric Storage Battery Company, The	Philadelphia, Pa	1092	1092	....	1092	....	1092	1092	....
Emerson-Brantingham Implement Co., Inc	Rockford, Ill	1890	1890	....	1134	....	1512	1890	168
Farm Insurance Committee	Chicago	1200	1200	....	1200	....	1200	1200	1200
Firestone Tire & Rubber Co	Akron, Ohio	2730	2730	....	2730	....	2730	2730	2730
Fisher Body Corporation		4914	4956	....	4872	....	4956	4872	4956
Flex-O-Glass Mfg. Co	Chicago	340	1208	....	1806	....	604	116	2020
Ford Motor Company	Detroit, Mich	1512	1568	....	1456	....	1568	1456	1568
General Electric Company	New York City	3024	3136	....	2912	....	3136	2912	2520
Globe Stove & Range Co., The	Kokomo, Ind	2400	480	....	2400	....	480	2400	2400
Goodrich Rubber Company, The B. F	Akron, Ohio	2592	5672	....	3292	....	2288	3024	5672
Goodyear Tire & Rubber Co., Inc. The	Akron, Ohio	5292	11760	....	5096	....	5488	5096	4704
Government of Canada, Department of Immigration	Ottawa, Canada	1890	2090	....	1484	....	1484	1484	1490
Haag Brothers Company	Peoria, Ill	1672	896	....	896	....	1172	1896	896
Hess & Clark, Inc., Dr	Ashland, Ohio	7710	5946	....	7968	....	6776	7968	8360
Hood Rubber Products Co., Inc	Watertown, Mass	3024	3136	....	2912	....	3136	2912	1176
Hudson Motor Car Company	Detroit, Mich	2268	2352	....	2184	....	2352	2184	2352
International Harvester Company of America (Incorporated)	Chicago	7966	11172	....	7392	....	7098	9420	9660
International Live Stock Exposition	Chicago	504	130	....	336	....	196	70	98
International Paper Company	New York City	1512	1568	....	1456	....	1568	1456	1568
Kelly-Springfield Tire Company	New York City	224	224	....	224	....	224	224	224
Keystone Steel & Wire Co	Peoria, Ill	3084	3084	....	3168	....	3084	3084	3084

EXHIBIT No. 7—Continued.

Form 46 SUMMARY AGRICULTURAL PAPERS—THE ADVERTISING RECORD CO. Month of 1928

NAME OF ADVERTISER	ADDRESS	Wallaces' Farmer and Iowa Homestead	The Farmer and Farm, Stock and Home Minnesota Edit.	The Farmer and Farm, Stock and Home Dakotas-Montana Edit.	Prairie Farmer Illinois Ed.	Prairie Farmer Indiana Ed.	Wisconsin Agriculturist and Farmer	Nebraska Farmer	Indiana Farmers Guide
Kitselman Bros	Muncie, Ind	217	182	....	763	....	217	217	1549
Kotex Company	Neenah, Wis	756	784	....	728	....	784	728	....
K. R. O. Company	Springfield, Ohio	452	994	....	1234	....	386	1198	1234
Lambert Pharmacal Company	St. Louis, Mo	6048	6272	....	5824	....	6272	5824	....
Lawrence-Williams Co., The	Cleveland, Ohio	649	566	....	601	....	579	566	482
Lee Co., Geo. H	Omaha, Neb	1335	861	....	2174	....	550	2508	761
59									
Lehigh Portland Cement Company	Allentown, Pa	1512	1512	....	1512	....	1512	1512	....
Linseed Meal Educational Committee	Milwaukee, Wis	1290	2090	....	1890	....	2874	1806	1206
Martin Company, The	Des Moines, Ia	100	100	....	100	....	100	100	100
Maytag Company, The	Newton, Ia	6048	7056	....	7504	....	7056	7280	7840
Meadows Manufacturing Company, The	Bloomington, Ill	1890	1960	....	728	....	1176	2828	....
Mishawaka Rubber & Woolen Mfg. Co	Mishawaka, Ind	3213	3332	....	3122	....	3724	3094	3528
Montgomery Ward & Co	Chicago	5292	5488	....	5096	....	5488	5096	5488
Moorman Manufacturing Company	Quincy, Ill	8890	4912	....	8456	....	4704	5852	6180
Myers & Bro. Co., The F. E	Ashland, Ohio	210	140	....	210	....	210	140	140
Myers-Sherman Company	Chicago	628	238	....	280	....	126	504	336
National Lumber Manufacturers Association	Washington, D. C	2268	2352	....	2184	....	2352	2184	2352
National Refining Company, The	Cleveland, Ohio	2079	1890	....	2072	....	2086	3766	3794
New Idea Spreader Co., The	Coldwater, Ohio	1254	1654	....	1194	....	1194	1954	1254
Nichols & Shepard Company, The	Battle Creek, Mich	1920	1920	....	1920	....	1320	5526	1920
Micholson File Co	Providence, R. I	1520	1520	....	1520	....	1520	1520	1520
Omaha Tanning Co	Omaha, Nebr	2880	1358	....	1078	....	350	2846	....
Oshkosh Overall Co	Oshkosh, Wis	1512	1568	....	2268	....	2352	2184	2352
Oyster Shell Products Corporation	New York City	2838	970	....	1050	....	970	1604	1272
Penny Company, Inc., J. C	New York City	6048	6272	....	5824	....	6272	5824	6272
Pictorial Review Company, The	New York City	756	784	....	728	....	784	728	....
Pittsburgh Steel Company	Pittsburgh, Pa	1274	1652	....	1498	....	1652	1652	2030

Plymouth Cordage Company	North Plymouth, Mass.	2268	2268	....	2268	....	2268	2268	2268
Purina Mills	St. Louis, Mo.	3120	3505	....	9690	....	3905	2720	4560
Quinn Wire & Iron Works	Boone, Ia	105	105	....	105	....	105	112	105
R. C. A. Victor Company, Inc. (Radio Corporation of America)	New York City	7188	7412	....	6964	....	7412	6964	1568
Red Top Steel Post Company	Chicago	2895	2825	....	2909	....	2825	2874	2825
Reynolds Tobacco Company, R. J.	Winston-Salem, N. C.	6048	8792	....	8344	....	10052	5824	2520
Roberts Veterinary Co., Inc., Dr.	Waukesha, Wis.	100	740	....	375	....	2879	150	49
Rock Island Plow Co	Rock Island, Ill	2548	2912	....	2632	....	2796	3122	2240
Rubber Institute, Inc., The	New York City	2268	2352	....	2184	....	2352	2184	2352
Salsbury, Dr. J. E	Charles City, Ia	279	255	....	167	....	223	279	....
Sandwich Mfg. Co	Sandwich, Ill	432	2034	....	420	....	420	1810	....
Sears Roebuck and Co	Chicago	1512	4704	....	1456	....	1568	1456	1568
Sherwin-Williams Co., The	Cleveland, Ohio	3024	3136	....	2912	....	3136	2912	3136
Standard Chemical Co	Omaha, Nebr	945	420	....	322	....	182	728	434
Swift & Company	Chicago	392	392	....	1042	....	392	392	4704
Union Carbide & Carbon Corpn. (National Carbon Company, Inc.)	New York City	2646	2744	....	3220	....	2744	3472	3416
United States Rubber Company (United States Tire Co)	New York City	4536	4704	....	4368	....	4704	4368	3136
Universal Battery Company	Chicago	270	360	....	270	....	270	270	270
U. S. Mail Order Co	St. Paul, Minn	307	736	....	63	....	244	244	....
Utica Knitting Company	Utica, N. Y	400	400	....	400	....	400	400	....
Vacuum Oil Company	New York City	9072	9408	....	8876	....	9408	8736	9408
Walker Remedy Co	Waterloo, Ia	1017	1038	....	996	....	1038	996	1038
Walsh Company, James M	Milwaukee, Wis	1806	1862	....	1064	....	1218	1820	1106
Wards Medical Co., Dr	Winona, Minn	126	189	....	189	....	189	189	....
Western Railway Committee on Public Relations	Chicago	1360	1640	....	1640	....	1640	1640	....
Western Silo Company	Des Moines, Ia	868	508	....	280	....	568	692	544
Wood Brothers Thresher Company	Des Moines, Ia	758	758	....	758	....	758	758	....
Young, Inc., W. F	Springfield, Mass.	728	728	....	728	....	728	728	594

61 CERTIFICATE.

The undersigned hereby certify that they are, respectively, the President and the Secretary of the Advertising Record Company, Inc., and engaged in the business of making and keeping records of the advertisements carried in farm papers, newspapers and other publications of general circulation; that the above and foregoing compilation of the advertisements carried in the publications named in the column headings known as the Mid-West Unit was prepared by said Advertising Record Company, Inc., and the information and data as therein stated is based upon the original records kept by it in its regular course of business and covers all the commercial advertisements of one hundred lines or more carried collectively by the said several publications known as the Mid-West Unit during the period of time purporting to be shown in said report, as taken from the said publications at the time of the issuance thereof. This statement also shows the lineage carried in the Indiana Farmer's Guide, by advertisers named herein, during the same period.

In Testimony Whereof, we hereunto set our hands and affix the seal of said corporation this 29th day of May, 1933.

L. C. BOLAND
President.

(Corporate Seal)

GEO. A. BOLAND
Secretary.

EXHIBIT No. 8.

New York Office
280 Broadway

THE ADVERTISING RECORD COMPANY
1929

Home Office
4247 Hazel Avenue
Chicago

Form 46 SUMMARY AGRICULTURAL PAPERS—THE ADVERTISING RECORD CO. Month of 1929

NAME OF ADVERTISER	ADDRESS	Wallaces' Farmer and Iowa Homestead	The Farmer and Farm, Stock and Home Minnesota Edit.	The Farmer and Farm, Stock and Home Dakotas-Montana Edit.	Prairie Farmer Illinois Ed.	Prairie Farmer Indiana Ed.	Wisconsin Agriculturist and Farmer	Nebraska Farmer	Indiana Farmers Guide
63									
Acetol Products, Inc	New York City	2678	2160	....	2608	....	2156	2072	....
Advance-Rumely Thresher Co., Inc	La Porte, Ind	2688	4200	....	2688	....	2520	2310	2016
Aermotor Co	Chicago	1596	1596	....	1596	....	1596	1596	1596
Alvin Corporation, The	Providence, R. I	1134	1176	....	1092	....	1176	1092	....
American Chain Company, Inc	Bridgeport, Conn	1440	1440	....	1440	....	1440	1440	....
American Rolling Mill Company, The	Middletown, Ohio	2268	2352	....	2184	....	2352	2184	....
American Steel & Wire Company	Chicago	2090	2752	....	2584	....	2360	2220	2752
American Telephone & Telegraph Co	New York City	1344	1344	....	1344	....	1568	1344	1344
Amtorg Trading Corp	New York City	1176	1344	....	1344	....	1400	1344	....
Anylite Electric Co	Fort Wayne, Ind	520	479	....	451	....	112	993	76
Armour and Company	Chicago	1680	1680	....	1680	....	1680	1680	1680
Atwater Kent Manufacturing Company	Philadelphia, Pa	2128	2646	....	2184	....	1148	2450	1960
Avery Power Machinery Co	Peoria, Ill	336	448	....	560	....	224	672	448
Babson Manufacturing Corporation	Chicago	264	6100	....	2126	....	1634	2648	400
Bayer-Semesan Co., Inc	New York City	6624	5536	....	7832	....	5536	5176	5536
Beacon Falls Rubber Shoe Co	Beacon Falls, Conn	756	1184	....	1128	....	400	400	1184
Belle City Incubator Co	Racine, Wis	116	194	....	116	....	213	138	47
Belle City Manufacturing Co	Racine, Wis	472	666	....	758	....	754	668	758
Bond Electric Corporation	Jersey City, N. J	1134	1176	....	1092	....	1176	1092	....
Briggs & Stratton Corp	Milwaukee, Wisc	252	3080	....	224	....	476	252	112
Buick Motor Company	Flint, Mich	4368	4452	....	4284	....	4452	4284	5236
Case Threshing Machine Co., Inc., J. I	Racine, Wis	3234	3108	....	2772	....	3892	6636	3864

Caterpillar Tractor Co	Peoria, Ill	3402	784	....	3276	....	3136	5084	1176
Champion Spark Plug Co	Toledo, Ohio	1890	1568	....	1456	....	1568	1456	1568
Chevrolet Motor Company	Detroit, Mich	6048	6272	....	5852	....	6272	5824	7056
Chicago Mail Order Co	Chicago	448	934	....	1120	....	3024	1792	9548
Columbus-McKinnon Chain Corporation	Tonawanda, N. Y	672	672	....	672	....	672	1764	....
Continental Steel Corporation—Kokomo Steel & Wire Company	Kokomo, Ind	735	742	....	728	....	742	546	546
Converse Rubber Company	Malden, Mass	1020	1020	....	1068	....	1020	1020	....
Corn Products Refining Company	New York City	1890	1960	....	1456	....	2680	1820	....
Crosley Radio Corporation, The	Cincinnati, Ohio	924	840	....	840	....	840	1046	....
Dairy Association Co., Inc	Lyndonville, Vt	2300	2734	....	3078	....	3526	1350	3134
64									
Deere & Co	Moline, Ill	4237	7375	....	4647	....	3584	10155	4718
De Laval Separator Company, The	New York City	3343	3763	....	3328	....	3826	3293	3293
Delco-Light Company	Dayton, Ohio	1260	1260	....	1050	....	1260	1050	1050
Dennison Manufacturing Company	Framingham, Mass	210	280	....	210	....	140	140	140
De Soto Motor Corporation	Detroit, Mich	756	1568	....	728	....	784	1456	1568
Dodge Brothers Corporation	Detroit, Mich	2835	2156	....	2730	....	2940	2002	588
Doughty, Charles L	Chattanooga, Tenn	189	196	....	182	....	196	182	....
Empire Mfg. Company	Washington, Ia	392	392	....	392	....	280	392	392
Ethyl Gasoline Corporation	New York City	378	2744	....	2548	....	1176	2548	2744
Farm Insurance Committee	Chicago	1350	1600	....	1100	....	1100	1100	1100
Federal Land Banks	Washington, D. C	672	672	....	560	....	560	560	560
Firestone Tire & Rubber Co	Akron, Ohio	4536	4704	....	4368	....	4704	4368	5488
Fisher Body Corporation	Detroit, Mich	2646	2688	....	2604	....	2688	2604	2688
Flexible Steel Lacing Co	Chicago	210	210	....	210	....	210	210	210
Gehl Bros. Mfg. Co	West Bend, Wis	336	588	....	119	....	2146	210	189
General Electric Company	New York City	3444	3136	....	2912	....	3136	2912	1680
General Foods Corporation (Formerly Postum Company, Inc.)	New York City	4158	4312	....	4004	....	4312	4004	....
General Laboratories, Inc	Madison, Wis	818	1392	....	1448	....	1476	716	....
General Mills Incorporated	Minneapolis, Minn	2268	3326	....	3122	....	2150	2184	....
Gillette Rubber Company	Eau Claire, Wis	1050	1050	....	1050	....	1050	1050	....
Globe Stove & Range Co., The	Kokomo, Ind	1134	1176	....	1092	....	1176	1092	1176
Goodyear Tire & Rubber Co., Inc., The	Ackron, Ohio	6468	7840	....	5642	....	6076	6860	3920
Government of Canada, Department of Immigration	Ottawa, Canada	1000	1000	....	1000	....	1000	1364	....
Gulf Crushing Co., Inc	New Orleans, La	1382	773	....	1746	....	1574	1746	1574
Hamilton Garment Company	New York City	189	196	....	182	....	196	182	196
Hess & Clark, Inc., Dr	Ashland, Ohio	7196	6776	....	6930	....	6524	6412	6580

EXHIBIT No. 8—Continued.

Form 46 SUMMARY AGRICULTURAL PAPERS—THE ADVERTISING RECORD CO. Month of 1929

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Hood Rubber Products Co., Inc...	Watertown, Mass...	2646	2352	....	2184	....	2352	2184	1176
Illinois Central Railroad.....	Chicago.....	140	140	....	140	....	140	140	140
International Harvester Company of America—Incorporated.....	Chicago.....	9674	11900	....	11368	....	11928	10542	12726
International Live Stock Exposition.....	Chicago.....	560	112	....	336	....	196	56	98
Johnson Ideal Halter Co.....	Aurora, Ill.....	105	191	....	42	....	126	191	193
65									
Kato Engineering Co.....	Mankato, Minn.....	824	450	....	252	....	150	616	....
Kelly-Springfield Tire Company..	New York City.....	2240	2016	....	2240	....	2240	2240	2240
Keystone Steel & Wire Co.....	Peoria, Ill.....	4092	3084	....	3084	....	3084	3084	3084
K. R. O. Company.....	Springfield, Ohio....	716	1004	....	668	....	764	812	764
Lambert Pharmacal Company....	St. Louis, Mo.....	2268	2352	....	2184	....	2352	2184	....
Lawrence-Williams Co., The.....	Cleveland, Ohio.....	293	293	....	293	....	293	293	293
Legg Packing Co., A. C.....	Birmingham, Ala....	84	126	....	286	....	126	126	126
Lehigh Portland Cement Company.	Allentown, Pa.....	956	984	....	928	....	984	928	650
Letz Manufacturing Company.....	Crown Point, Ind...	2100	1200	....	1200	....	1200	1200	1200
Linseed Meal Educational Committee.....	Milwaukee, Wis.....	840	2086	....	1000	....	2086	582	840
Liquid Veneer Corporation.....	Buffalo, N. Y.....	70	140	....	140	....	140	140	140
Martin Company, The.....	Des Moines, Ia.....	100	100	....	100	....	100	100	100
Massey-Harris Co., The.....	Racine, Wis.....	1500	1500	....	1500	....	1500	1500	1500
Maytag Company, The.....	Newton, Ia.....	7560	10192	....	6776	....	10192	6552	7056
Meadows Manufacturing Company, The.....	Bloomington, Ill....	378	392	....	364	....	392	364	....
Mishawaka Rubber & Woolen Mfg. Co.....	Mishawaka, Ind.....	3402	3528	....	3332	....	3724	3640	2717
Missouri Pacific Railroad.....	St. Louis, Mo.....	1512	1568	....	1456	....	1568	1456	1568
Montgomery Ward & Co.....	Chicago.....	3780	3920	....	3640	....	3920	3640	....
Moorman Manufactaring Company	Quincy, Ill.....	10624	7268	....	7940	....	5712	6492	5132
Morton Salt Company.....	Chicago.....	252	476	....	476	....	252	476	252
Murphy Products Co.....	Burlington, Wis.....	5292	3136	....	4480	....	2352	3640	1568

Myers & Bro. Co., The F. E.	Ashland, Ohio	112	112	....	112	....	112	168	112	
Myers-Sherman Company	Chicago	602	616	....	518	....	336	602	476	
National Bellas Hess Co., Inc.	New York City	1512	1568	....	1456	....	1568	1456	....	
National Refining Company, The	Cleveland, Ohio	756	2008	....	482	....	1330	3688	3912	
New Idea Spreader Co., The	Coldwater, Ohio	2160	1560	....	2888	....	1560	2160	2160	
Nicholson File Co	Providence, R. I.	1140	1140	....	1140	....	1140	1140	1140	
Olds Motor Works	Lansing, Mich.	756	784	....	728	....	784	728	....	
Oliver Farm Equipment Company	Chicago	4944	8206	....	5766	....	6374	8324	2760	
Oyster Shell Products Corporation	New York City	1340	1540	....	2148	....	1340	1460	1660	
Park Davis & Co	Detroit, Mich	2058	2128	....	2212	....	1960	1988	2120	
Penney Company, Inc., J. C.	New York City	3024	3136	....	2912	....	3136	2912	3136	
66										
Peoria Drill & Seeder Co	Peoria, Ill	448	336	....	224	....	168	252	168	
Pennsylvania Salt Mfg. Co	Philadelphia, Pa	756	784	....	2212	....	784	2184	1568	
Perfection Stove Company	Cleveland, Ohio	2790	4540	....	2720	....	2860	4400	2860	
Plymouth Cordage Company	North Plymouth, Mass	2268	2268	....	2268	....	2268	2268	2268	
Plymouth Motor Corporation	Detroit, Mich	2646	2730	....	2562	....	2730	2562	3514	
Portland Cement Association	Chicago	2378	392	....	964	....	1000	600	400	
Purina Mills	St. Louis, Mo	3496	5520	....	6508	....	5000	3920	5340	
Quaker Oats Company, The	Chicago	9072	3136	....	8372	....	9408	2912	3528	
R. C. A. Victor Company, Inc.—Radio Corporation of America	New York City	5664	5832	....	5496	....	5832	5496	....	
Red Top Steel Post Company	Chicago	3006	3034	....	3276	....	3034	2999	3334	
Remington Arms Company, Inc.	New York City	2016	2688	....	2688	....	2688	1792	2688	
Roberts Veterinary Co., Inc., Dr.	Waukesha, Wis	550	900	....	900	....	4022	450	900	
Rock Island Plow Co	Rock Island, Ill	2320	2320	....	2100	....	1320	760	2044	
Rock Island Stove Company	Rock Island, Ill	1344	1344	....	1344	....	1344	1344	1680	
Salsbury, Dr. J. E	Charles City, Ia	294	252	....	252	....	252	252	252	
Sears, Roebuck and Co	Chicago	1912	2696	....	2948	....	1988	1856	1568	
Shell Petroleum Corporation	St. Louis, Mo	3024	3136	....	6216	....	4704	5824	6272	
Sherwin-Williams Co., The	Cleveland, Ohio	1512	1568	....	1456	....	1568	1456	1568	
Skelly Oil Company	El Dorado, Kans	7353	7612	....	2964	....	2730	7094	....	
Standard Chemical Mfg. Co	Omaha, Nebr	1036	1470	....	1260	....	1232	2044	392	
Stover Mfg. & Engine Co	Freeport, Ill	232	464	....	404	....	464	1334	1390	
Swift & Company	Chicago	424	872	....	3140	....	200	872	4704	
Ten Thousand Lakes of Minnesota Assn	St. Paul, Minn	407	378	....	378	....	378	378	....	
Tobacco By-Products & Chemical Corp., Inc	Louisville, Ky	728	628	....	700	....	630	844	952	
Union Carbide & Carbon Corpn.—National Carbon Company, Inc.	New York City	924	3304	....	5852	....	4088	3088	3136	

EXHIBIT No. 8—Continued.

Form 46 SUMMARY AGRICULTURAL PAPERS—THE ADVERTISING RECORD CO. Month of 1929

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United States Rubber Company—United States Tire Co	New York City	3780	5488	....	3640	....	3920	5096	3920
Universal Battery Company	Chicago	356	250	....	250	....	160	160	160
Vacuum Oil Company	New York City	6804	7056	....	6552	....	7056	6552	7056
Voss Bros. Mfg. Co	Davenport, Ia	1942	1502	....	1914	....	1970	1914	....
Walker Remedy Co	Waterloo, Ia	1017	1188	....	996	....	1038	996	1038
Walsh Company, James M	Milwaukee, Wis	182	224	....	210	....	182	224	140
67									
Western Railways Committee on Public Relations	Chicago	840	1360	....	1360	....	1360	1360	....
Westinghouse Electric & Mfg. Company	East Pittsburgh, Pa	1134	1162	....	1106	....	1162	1106	....
Willhelm Lubrication Co	St. Paul, Minn	476	476	....	476	....	476	280	....
Willys-Overland, Inc	Toledo, Ohio	1680	1680	....	1680	....	1680	1680	1680
Wood Brothers Thresher Company	Des Moines, Ia	754	566	....	754	....	754	754	188
Young, Inc., W. F	Springfield, Mass	868	728	....	728	....	924	728	476

68 CERTIFICATE.

The undersigned hereby certify that they are, respectively, the President and the Secretary of the Advertising Record Company, Inc., and engaged in the business of making and keeping records of the advertisements carried in farm papers, newspapers and other publications of general circulation; that the above and foregoing compilation of the advertisements carried in the publications named in the column headings known as the Mid-West Unit was prepared by said Advertising Record Company, Inc., and the information and data as therein stated is based upon the original records kept by it in its regular course of business and covers all the commercial advertisements of one hundred lines or more carried collectively by the said several publications known as the Mid-West Unit during the period of time purporting to be shown in said report, as taken from the said publications at the time of the issuance thereof. This statement also shows the lineage carried in the Indiana Farmer's Guide, by advertisers named herein, during the same period.

In Testimony Whereof, we hereunto set our hands and affix the seal of said corporation this 29th day of May, 1933.

L. C. BOLAND
President.

(Corporate Seal)

GEO. A. BOLAND
Secretary.

EXHIBIT No. 9.

New York Office 280 Broadway

THE ADVERTISING RECORD COMPANY
1930

Home Office 4247 Hazel Avenue Chicago

Form 46 SUMMARY AGRICULTURAL PAPERS—THE ADVERTISING RECORD CO. Month of 1930

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70									
Acetol Products, Inc	New York City	3324	2568	....	3184	....	2368	2456	....
Advance-Rumely Thresher Co., Inc	La Porte, Ind	1512	2646	....	1890	....	1890	1512	....
Aermotor Co	Chicago	1596	1596	....	1596	....	1596	1596	1596
American Chain Company, Inc	Bridgeport, Conn	1314	1314	....	1314	....	1314	1314	....
American Cranberry Exchange	New York City	392	392	....	364	....	392	364	392
American Steel & Wire Company	Chicago	1512	1568	....	1092	....	1568	1092	1568
American Telephone & Telegraph Co	New York City	1344	1344	....	1344	....	1344	1344	1344
Armour and Company	Chicago	1652	1652	....	1652	....	1652	1652	1652
Avery Power Machinery Co	Peoria, Ill	336	560	....	448	....	112	560	336
Babson Manufacturung Corporation	Chicago	266	4174	....	1110	....	2626	534	....
Bayer-Semesan Co., Inc	New York City	3376	2008	....	3332	....	2008	2008	4016
Boyt Co., The	Des Moines, Ia	1334	750	....	500	....	500	1050	....
Burgess Battery Company	Chicago	1200	1200	....	600	....	1200	1200	1200
Buick Motor Company	Flint, Mich	7000	7056	....	5824	....	6272	6552	5488
Case Co., J. I	Racine, Wis	4116	3724	....	1988	....	3724	5348	336
Caterpillar Tractor Co	Peoria, Ill	3514	2338	....	3660	....	2338	3640	2712
Central Petroleum Co	Cleveland, Ohio	175	175	....	287	....	278	84	167
Chevrolet Motor Company	Detroit, Mich	5460	7056	....	5096	....	5491	5096	6272
Chicago, Milwaukee, St. Paul & Pacific Railway	Chicago	183	255	....	255	....	255	255	3039
Columbian Rope Company	Auburn, N. Y	840	840	....	840	....	840	840	840
Campo-Board Co., The	Minneapolis, Minn	490	490	....	490	....	490	490	....
Corona Mfg. Co	Kenton, Ohio	330	411	....	355	....	386	330	411
Dane Mfg. Co	Dane, Wis	448	476	....	252	....	448	196	....
Dairy Association Co., Inc	Lyndonville, Vt	1650	2982	....	2976	....	3776	450	2924

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Bill of Exceptions.

Deere & Co	Moline, Ill	7436	9946	....	6910	....	4958	9960	5964
De Laval Separator Company, The.	New York City	3428	3442	....	3234	....	3414	2440	2727
Delco-Light Company	Dayton, Ohio	1600	1600	....	1280	....	1280	1280	1280
Dennis Manufacturing Company	Framingham, Mass.	70	140	....	70	....	210	70	70
Des Moines Incubator Co	Des Moines, Ia	264	168	....	168	....	168	232	....
Dodge Brothers Corporation	Detroit, Mich	4704	4704	....	4368	....	4704	4368	3528
Empire Mfg. Company	Washington, Ia	444	429	....	429	....	264	399	399
Equitable Life Assurance Society of the United States, The	New York City	392	392	....	364	....	392	364	....
71									
Ethyl Gasoline Corporation	New York City	2352	2352	....	2184	....	2352	2184	2352
Farm Insurance Committee	Chicago	450	450	....	450	....	450	450	450
Federal Land Banks	Washington, D. C	500	500	....	500	....	400	500	500
Firestone Tire & Rubber Co	Akron, Ohio	4648	4704	....	4368	....	4704	4368	4704
Fisher Body Corporation	Detroit, Mich	3864	3920	....	3640	....	3920	3640	2940
Fleming Bros	Chicago	126	154	....	182	....	168	140	140
Flexible Steel Lacing Co	Chicago	168	168	....	168	....	168	168	168
Ford Motor Company	Detroit, Mich	10920	10976	....	10220	....	10976	10234	11760
Galloway Company, The	Waterloo, Ia	4724	4004	....	882	....	7770	2996	....
General Electric Company	New York City	3108	3136	....	2912	....	3136	2912	....
General Foods Corporation (formerly Postum Company, Inc.)	New York City	12860	12888	....	12132	....	10178	13224	....
General Laboratories, Inc	Madison, Wis	1356	1384	....	1328	....	1384	1528	....
General Mills, Incorporated	Minneapolis, Minn	2114	1568	....	1456	....	1568	1092	....
Gleaner Combine Harvester Co	Independence, Mo	1958	1372	....	728	....	728	3896	....
Goodyear Tire & Rubber Co., Inc., The	Akron, Ohio	5460	5488	....	5096	....	5488	5096	3780
Government of Canada, Department of Immigration	Ottawa, Canada	440	440	....	440	....	440	804	....
Gulf Crushing Co., Inc	New Orleans, La	1278	1442	....	1414	....	1142	1414	1442
Hargrove Co., The	Des Moines, Ia	728	406	....	658	....	98	714	210
Hess & Clark, Inc., Dr	Ashland, Ohio	9128	8876	....	9128	....	7196	8876	8806
Hood Rubber Products Co., Inc.	Watertown, Mass	3024	3024	....	2856	....	3024	2856	....
International Harvester Company of America (Incorporated)	Chicago	11326	11564	....	10948	....	10738	11256	8722
International Live Stock Exposition	Chicago	560	120	....	336	....	1176	92	100
International Paper Company	New York City	922	1128	....	1280	....	1130	916	940
James Manufacturing Company	Ft. Atkinson, Wis	3320	4820	....	2508	....	3922	968	3138
Johnson Ideal Halter Co	Aurora, Ill	168	147	....	62	....	168	168	105
Kato Engineering Co	Mankato, Minn	70	112	....	112	....	70	224	....
Keystone Steel & Wire Co	Peoria, Ill	4608	3000	....	3168	....	3048	2916	3000
K. R. O. Company	Springfield, Ohio	768	754	....	754	....	816	754	754

EXHIBIT No. 9—Continued.

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Lee Co., Geo. H.	Omaha, Neb.	564	499	....	499	....	499	564	434
Legg Packing Co., A. C.	Birmingham, Ala.	42	168	....	42	....	42	42	42
Linseed Meal Educational Committee	Milwaukee	1344	586	....	504	....	727	1344	840
Litchfield Mfg. Co	Waterloo, Ia.	280	280	....	280	....	280	280	140
72									
Massey-Harris Co., The	Racine, Wis.	900	900	....	900	....	900	900	990
Maytag Company, The	Newton, Ia.	4368	4396	....	4284	....	4396	4172	3612
Minneapolis-Moline Power Implement Company	Minneapolis, Minn.	3010	2982	....	2870	....	3234	4004	....
Mishawaka Rubber & Woolen Mfg. Co	Mishawaka, Ind.	1162	2352	....	1092	....	2744	2912	2744
Missouri Pacific Railroad	St. Louis, Mo.	392	392	....	364	....	392	364	392
Montgomery Ward & Co	Chicago	2884	2912	....	2716	....	2912	2716	168
Moorman Manufacturing Company	Quincy, Ill.	14800	5320	....	6124	....	2984	5568	2968
Murphy Products Co	Burlington, Wis.	8540	5488	....	5992	....	3920	4368	4704
Myers-Sherman Company	Chicago	524	430	....	318	....	280	566	280
New Idea Spreader Co., The	Coldwater, Ohio	2590	2618	....	2506	.....	1384	3234	2618
New York Wire Cloth Company	New York City	1932	784	....	728	....	784	1820	1176
Nitragin Company, The	Milwaukee, Wis.	150	150	....	200	....	150	150	200
Oakland Motor Car Company	Pontiac, Mich.	5432	5488	....	5096	....	5488	5096	4704
Oliver Farm Equipment Company	Chicago	4844	5264	....	5064	....	3728	5428	3008
Oshkosh Overall Co	Oshkosh, Wis.	1540	1568	....	1512	....	1568	728	784
Oyster Shell Products Corporation	New York City	160	80	....	1692	....	310	80	1384
Papec Machine Company	Shortsville, N. Y.	540	774	....	858	....	1156	290	510
Park Davis & Co	Detroit, Mich.	812	868	....	742	....	462	812	812
Pennsylvania Salt Mfg. Co	Philadelphia, Pa.	1652	1680	....	1960	....	504	1596	1680
Perfection Manufacturing Co	Minneapolis, Minn.	600	600	....	600	....	600	600	600
Pickering Governor Co., The	Portland, Conn.	100	100	....	100	....	100	100	100
Plymouth Cordage Company	North Plymouth, Mass	2268	2268	....	2268	....	2268	2268	2268
Purina Mills	St. Louis, Mo.	8400	5040	....	6258	....	3780	6300	5880

Quaker Oats Company, The	Chicago	6174	784	....	6188	....	6664	728	....
R. C. A. Victor Company (Radio Corporation of America)	New York City	4992	5048	....	4768	....	5048	4768	....
Red Top Steel Post Company	Chicago	3000	3000	....	3000	....	3300	3000	3000
Remington Arms Company, Inc	New York City	3920	3920	....	3640	....	3920	3640	....
Reynolds Tobacco Company, R.J.	Winston-Salem, N.C.	3920	3920	....	3640	....	3920	3640	....
Roberts Veterinary Co., Inc., Dr.	Waukesha, Wis	150	646	....	350	....	646	300	350
Rock Island Plow Co	Rock Island, Ill	1160	1160	....	940	....	660	1380	692
Rock Island Stove Company	Rock Island, Ill	1136	1136	....	1120	....	1120	1136	....
Sears Roebuck and Co	Chicago	1176	1176	....	1092	....	1176	1092	1176
Sheel Petroleum Corporation	St. Louis, Mo	3108	3136	....	5964	....	3920	5824	6272
Shumway, R. H	Rockford, Ill	212	115	....	240	....	138	226	....
Skelly Oil Company	El Dorado, Kans	8026	8642	....	8166	....	8642	8138	....
Spohn Medical Co	Goshen, Ind	147	147	....	147	....	147	147	147
Staley Sales Corporation	Decatur, Ill	900	900	....	900	....	900	900	900
Standard Chemical Mfg. Co	Omaha, Nebr	406	406	....	406	....	406	406	....
Stover Mfg. & Engine Co	Feeeport, Ill	928	986	....	754	....	580	1160	1044
Swift & Company	Chicago	2117	1536	....	2448	....	3104	752	5456
Tatro Bros., Inc	Decorah, Ia	238	126	....	126	....	126	126	42
Tobacco By-Products & Chemical Corp., Inc	Louisville, Ky	756	490	....	420	....	490	490	756
Toledo Rex Spray Co., The	Toledo	672	672	....	672	....	672	672	672
Turner Bros	Bladen, Nebr	280	1064	....	168	....	336	168	224
Union Carbide & Carbon Corpn. (National Carbon Company, Inc.)	New York City	4870	5040	....	1456	....	4704	4788	1568
United States Chain & Forging Company	Pittsburgh, Pa	1176	1176	....	1092	....	1176	1092	....
United States Rubber Company (United States Tire Co.)	New York City	5404	5488	....	5096	....	5488	5096	392
Universal Battery Company	Chicago	320	320	....	320	....	320	320	80
Utica Knitting Company	Utica, N. Y	440	440	....	440	....	440	440	....
Vacuum Oil Company	New York City	7189	7252	....	6734	....	7252	6734	7252
Voss Bros. Mfg. Co	Davenport, Ia	1797	1795	....	1795	....	1795	1795	....
Walker Remedy Co	Waterloo, Ia	1031	900	....	900	....	900	900	1038
Western Railways Committee on Public Relations	Chicago	1100	1100	....	1100	....	1100	1100	....
Willhelm Lubrication Co	St. Paul, Minn	347	347	....	347	....	347	271	....
Willys-Overland, Inc	Toledo, Ohio	420	420	....	420	....	420	420	420
Young, Inc., W. F	Springfield, Mass	1652	672	....	672	....	672	2968	476
Yucatan Sisal Growers Co-operative Assn	Yucatan, Mexico	1568	1568	....	1456	....	1568	1456	784

74 CERTIFICATE.

The undersigned hereby certify that they are, respectively, the President and the Secretary of the Advertising Record Company, Inc., and engaged in the business of making and keeping records of the advertisements carried in farm papers, newspapers and other publications of general circulation; that the above and foregoing compilation of the advertisements carried in the publications named in the column headings known as the Mid-West Unit was prepared by said Advertising Record Company, Inc., and the information and data as therein stated is based upon the original records kept by it in its regular course of business and covers all the commercial advertisements of one hundred lines or more carried collectively by the said several publications known as the Mid-West Unit during the period of time purporting to be shown in said report, as taken from the said publications at the time of the issuance thereof. This statement also shows the lineage carried in the Indiana Farmer's Guide, by advertisers named herein, during the same period.

In Testimony Whereof, we hereunto set our hands and affix the seal of said corporation this 29th day of May, 1933.

L. C. BOLAND
President.

(Corporate Seal)

GEO. A. BOLAND
Secretary.

EXHIBIT No. 10.

New York Office 280 Broadway

THE ADVERTISING RECORD COMPANY
1931

Home Office 4247 Hazel Avenue Chicago

Form 46 SUMMARY AGRICULTURAL PAPERS—THE ADVERTISING RECORD CO. Month of 1931

NAME OF ADVERTISER	ADDRESS	Wallaces' Farmer and Iowa Homestead	The Farmer and Farm, Stock and Home Minnesota Edit.	The Farmer and Farm, Stock and Home Dakotas-Montana Edit.	Prairie Farmer Illinois Ed.	Prairie Farmer Indiana Ed.	Wisconsin Agriculturist and Farmer	Nebraska Farmer	Indiana Farmers Guide
76									
Advance-Rumely Thresher Co.,Inc.	La Porte, Ind	1890	1890	756	1890	1890	1890	1890	....
Aermotor Co	Chicago	1260	1260	840	1708	1708	1260	1260	1260
Armour and Company	Chicago	1512	1512	1008	1512	1512	1512	1260	1260
Babson Manufacturing Corporation	Chicago	644	1876	588	1146	1146	1118	1068	....
Burrell-Dugger Co	Indianapolis, Ind	76	197	197	230	230	217	210	....
Case Co., J. I	Racine, Wis	1988	2408	840	1876	1456	1988	3024	1204
Caterpillar Tractor Co	Peoria, Ill	3920	3528	1176	5488	5488	4116	5460	....
Chevrolet Motor Company	Detroit, Mich	5488	5488	3136	5096	5096	6272	5096	6272
Columbus-McKinnon Chain Corporation	Tonawanda, N. Y	392	392	392	364	364	392	364	....
Dane Mfg. Co	Dane, Wis	330	330	92	266	266	112	358	....
De Laval Separator Company, The	New York City	4391	4391	913	4167	1723	4391	4111	3396
Delco-Light Company	Dayton, Ohio	238	840	840	238	210	434	238	28
Dodge Brothers Corporation	Detroit, Mich	1701	1701	1176	1638	1638	1575	1638	1575
Empire Mfg. Company	Washington, Ia	243	229	114	201	201	60	285	229
Ettlinger Casing Company	Kansas City, Mo	298	179	32	200	200	200	277	245
Ethyl Gasoline Corporation	New York City	2352	2352	1568	2184	2184	2352	2184	2352
Federal Land Banks	Washington, D. C	[illegible]00	700	300	700	700	700	700	600
Firestone Footwear Company	Boston, Mass	1176	1176	1176	1092	1092	1176	1092	....
Fisher Body Corporation	Detroit, Mich	3920	3920	2352	3640	3640	3920	3640	3920
Fleming Bros	Chicago	134	148	39	176	176	81	106	162
Ford Motor Company	Detroit, Mich	7840	7840	4704	7280	7280	7840	7280	7840
Gehl Bros. Mfg. Co	West Bend, Wis	126	322	196	126	126	252	168	133
General Food Corporation (Formerly Postum Company, Inc.)	New York City	9481	11245	7129	9061	9061	2184	9061	....
General Laboratories, Inc	Madison, Wis	1596	1596	1400	1568	1568	1596	1568	588
Hargrove Co., The	Des Moines, Ia	280	196	14	182	182	77	182	70
Hess & Clark, Inc., Dr	Ashland, Ohio	2912	2912	2156	2758	2758	2310	2912	2534
Indera Mills Co	Winston-Salem	300	300	300	250	250	300	300	150

Bill of Exceptions.

International Harvester Company of America (Incorporated)	Chicago	10724	11928	7728	11676	11676	11326	10920	10878
International Live Stock Exposition	Chicago	468	112	112	448	448	392	92	98
Jamee Manufacturing Company	Ft. Atkinson, Wis	1568	2018	....	1512	1512	1904	1248	1736
Johnson Ideal Halter Co	Aurora, Ill	63	105	21	42	42	42	84	....
77									
Keystone Steel & Wire Co	Peoria, Ill	2820	2652	840	2652	3156	2784	2484	2316
K. R. O. Company	Springfield, Ohio	270	270	135	270	270	279	270	315
Loud & Co., A. B	Chicago	388	439	205	311	311	50	489	25
Maytag Company, The	Newton, Ia	4144	4144	2100	4088	4088	4144	3668	2520
Mishawaka Rubber & Woolen Mfg. Co	Mishawaka, Ind	112	560	....	840	....	952	896	504
Moorman Manufacturing Company	Quincy, Ill	10408	5320	2768	6152	6152	3952	5568	3552
Murphy Products Co	Burlington, Wis	3136	3920	1568	2996	2996	3920	2912	3136
Myers-Sherman Company	Chicago	326	426	398	526	326	412	426	456
National Board of Fire Underwriters, The	New York City	600	600	600	600	600	600	600	600
Papec Machine Company	Shortsville, N. Y	476	476	364	366	366	155	396	506
Park Davis & Co	Detroit, Mich	616	672	476	616	616	336	616	406
Pennsylvania Salt Mfg. Co	Philadelphia, Pa	1666	2842	504	1610	1421	882	1610	1162
Pillsbury Flour Mills Company	Minneapolis, Minn	1960	2156	784	1876	1876	2156	728	2156
Plymouth Cordage Company	North Plymouth, Mass.	2268	2268	756	2268	2268	2268	2268	2268
Plymouth Motor Corporation	Detroit, Mich	3136	3136	3136	2912	2912	1568	2912	1568
Quaker State Oil Refining Co	Oil City, Pa	2352	2352	1176	2184	2184	1960	2184	....
Red Top Steel Post Company	Chicago	2940	2940	1764	2184	1638	1764	2730	2352
Remington Arms Company, Inc	New York City	1176	1176	392	1092	1092	1176	1092	....
Sear Roebuck and Co	Chicago	2127	2225	1441	2547	2449	2127	2085	2058
Simondsen Iron Works	Sioux Rapids, Ia	84	105	42	196	196	147	147	....
Staley Sales Corporation	Decatur, Ill	1460	1460	560	1460	1460	1460	1460	900
Stover Mfg. & Engine Co	Freeport, Ill	562	562	180	1682	1682	360	562	562
Swift & Company	Chicago	2772	1988	628	3718	1716	3360	988	2976
Tatro Bros., Inc	Decorah, Ia	392	392	280	392	350	392	392	154
Tobacco By-Products & Chemical Corp., Inc	Louisville, Ky	392	392	196	784	392	392	406	392
Union Carbide & Carbon Corpn. (National Carbon Company, Inc.)	New York City	4718	4676	3066	4186	2730	4508	4480	1568
Utica Knitting Company	Utica, N. Y	575	575	575	575	575	575	575	....
Vacuum Oil Company	New York City	3920	3920	3136	3640	3640	4312	3640	3920
Walker Remedy Co	Waterloo, Ia	1038	900	300	1864	1050	900	900	1038
Walsh Company, James M	Milwaukee, Wis	192	192	150	192	150	248	192	....
Willhelm Lubrication Co	St. Paul, Minn	308	308	238	308	308	308	308	70
Young, Inc., W. F	Springfield, Mass	672	672	504	672	672	672	672	672

78 CERTIFICATE.

The undersigned hereby certify that they are, respectively, the President and the Secretary of the Advertising Record Company, Inc., and engaged in the business of making and keeping records of the advertisements carried in farm papers, newspapers and other publications of general circulation; that the above and foregoing compilation of the advertisements carried in the publications named in the column headings known as the Mid-West Unit was prepared by said Advertising Record Company, Inc., and the information and data as therein stated is based upon the original records kept by it in its regular course of business and covers all the commercial advertisements of one hundred lines or more carried collectively by the said several publications known as the Mid-West Unit during the period of time purporting to be shown in said report, as taken from the said publications at the time of the issuance thereof. This statement also shows the lineage carried in the Indiana Farmer's Guide, by advertisers named herein, during the same period.

In Testimony Whereof, we hereunto set our hands and affix the seal of said corporation this 29th day of May, 1933.

L. C. BOLAND
President.

(Corporate Seal)

GEO. A. BOLAND
Secretary.

EXHIBIT No. 11.

New York Office 280 Broadway

THE ADVERTISING RECORD COMPANY
1932

Home Office 4247 Hazel Avenue Chicago

Form 46 SUMMARY AGRICULTURAL PAPERS—THE ADVERTISING RECORD CO. Month of 1932

NAME OF ADVERTISER	ADDRESS	Wallaces' Farmer and Iowa Homestead	The Farmer and Farm, Stock and Home Minnesota Edit.	The Farmer and Farm, Stock and Home Dakotas-Montana Edit.	Prairie Farmer Illinois Ed.	Prairie Farmer Indiana Ed.	Wisconsin Agriculturist and Farmer	Nebraska Farmer	Indiana Farmers Guide
80									
Aermoter Co	Chicago	294	294	294	294	294	294	294	210
American Steel & Wire Company	Chicago	1176	1176	1176	1092	1092	1176	1092	1176
Armour and Company	Chicago	756	756	756	756	756	756	756	756
Babson Manufacturing Corporation	Chicago	216	450	450	292	292	2286	800	....
Burrell-Dugger Co	Indianapolis, Ind.	114	195	195	304	304	266	126	....
Case Co., J. I	Racine, Wis	1344	1344	1344	1652	1288	1344	1708	952
Caterpillar Tractor Co	Peoria, Ill	168	168	168	1624	168	168	1530	....
Chicago Mail Order Co	Chicago	392	392	392	364	364	392	364	980
Coleman Lamp and Stove Company, The	Wichita, Kansas	607	459	459	719	424	519	607	607
Columbia Phonograph Company, Inc	New York City	784	784	784	728	728	784	728	....
De Laval Separator Company, The	New York City	846	846	846	846	846	846	846	....
Dodge Brothers Corporation	Detroit, Mich	420	420	420	420	420	420	420	420
Ethyl Gasoline Corporation	New York City	1960	1960	1960	1820	1820	1960	1820	1568
Federal Land Banks	Washington, D. C	200	592	592	648	200	700	200	200
Firestone Tire & Rubber Co	Akron, Ohio	3136	3920	3920	2912	2912	3920	3640	3920
Flexible Steel Lacing Co	Chicago	126	126	126	126	126	126	126	126
Ford Motor Company	Detroit, Mich	4704	4704	4704	4368	4368	4704	4368	4704
General Foods Corporation (Formerly Postum Company, Inc.)	New York City	17310	18094	19662	16414	16414	17310	17478	....
General Laboratories, Inc	Madison, Wis	1232	1904	1232	1484	1204	1904	1204	....
Goodrich Rubber Company, The B. F	Akron, Ohio	1176	1176	1176	1092	1092	1176	1092	....
Goodyear Tire & Rubber Co., Inc., The	Akron, Ohio	5096	7056	7056	4760	4760	5096	4732	....
Hess & Clark, Inc., Dr	Ashland, Ohio	2100	2100	2100	1876	1876	2100	2100	2100

Indera Mills Co	Winston-Salem, N. C	100	100	100	100	100	100	100	100
International Harvester Company of America, Incorporated	Chicago	3766	3612	3612	3612	3612	3766	3962	3542
International Live Stock Exposition	Chicago	784	112	112	448	448	784	95	112
Iodine Educational Bureau	New York City	350	350	350	364	364	350	350	....
Kerr Glass Mfg. Corp	Sand Springs, Okla.	2112	2118	1162	504	504	1162	2070	....
Keystone Steel & Wire Co	Peoria, Ill	2176	2176	2176	2288	2288	2176	2120	1876
Mantle Lamp Co. of America, Inc., The	Chicago	345	543	543	521	521	521	433	721
Maytag Company, The	Newton, Ia	840	840	840	840	840	840	840	420
Montgomery Ward & Co	Chicago	2352	2352	2352	2240	2240	2352	2184	2352
81									
McCormick Manufacturing Company	Quincy, Ill	784	784	784	728	728	784	728	784
Myers-Sherman Company	Chicago	25	25	25	225	25	225	125	225
National Association of Farm Equip. Mfgrs.	Chicago	1568	1568	1568	1456	1456	1568	1456	1568
National Biscuit Company	New York City	1960	1960	1960	1820	1820	1960	1820	1960
National Board of Fire Underwriters, The	New York City	992	992	992	964	964	992	964	600
Oliver Farm Equipment Company	Chicago	1960	1960	1960	1820	1820	1960	1820	....
Park-Davis & Co	Detroit, Mich	280	196	196	238	238	238	196	56
Pennsylvania Salt Mfg. Co	Philadelphia, Pa	2034	2034	2034	1950	1950	2034	1950	....
Pillsbury Mills Company	Minneapolis, Minn.	2352	2352	2352	2268	2268	2352	2184	1568
Plymouth Cordage Company	North Plymouth, Mass	1890	1890	1890	1890	1890	1890	1890	1890
Premier Malt Products Co	Chicago	980	980	980	980	980	980	980	....
Remington Arms Company, Inc.	New York City	392	392	392	364	364	392	364	....
Sears Roebuck and Co	Chicago	200	200	200	300	300	200	100	....
Shaw Mfg. Co	Galesburg, Kans.	106	106	106	106	106	120	106	120
Stanco, Incorporated	New York City	280	280	280	280	280	280	280	....
Swift & Company	Chicago	2534	2296	1316	2730	1274	2884	1274	980
Staley Sales Corporation	Decatur, Ill	544	544	544	544	544	544	544	....
Tobacco By-Products & Chemical Corp., Inc	Louisville, Ky	398	398	398	398	398	398	398	398
Union Carbide & Carbon Corpn—National Carbon Company, Inc	New York City	532	490	490	448	448	448	574	....
Utica Knitting Company	Utica, N. Y.	715	715	715	715	715	715	715	....
Vick Chemical Co	Greensboro, N. C.	917	917	917	875	875	1141	875	917
Walker Remedy Co	Waterloo, Ia	918	918	918	876	876	918	876	738
Winchester Repeating Arms Co	New Haven, Conn.	640	640	300	640	300	640	640	640
Young, Inc., W. F	Springfield, Mass.	532	532	532	532	532	532	532	532

82 CERTIFICATE.

The undersigned hereby certify that they are, respectively, the President and the Secretary of the Advertising Record Company, Inc., and engaged in the business of making and keeping records of the advertisements carried in farm papers, newspapers and other publications of general circulation; that the above and foregoing compilation of the advertisements carried in the publications named in the column headings known as the Mid-West Unit was prepared by said Advertising Record Company, Inc., and the information and data as therein stated is based upon the original records kept by it in its regular course of business and covers all the commercial advertisements of one hundred lines or more carried collectively by the said several publications known as the Mid-West Unit during the period of time purporting to be shown in said report, as taken from the said publications at the time of the issuance thereof. This statement also shows the lineage carried in the Indiana Farmer's Guide, by advertisers named herein, during the same period.

In Testimony Whereof, we hereunto set our hands and affix the seal of said corporation this 29th day of May, 1933.

L. C. BOLAND
President.

(Corporate Seal)

GEO. A. BOLAND
Secretary.

83 The plaintiff next offered in evidence EXHIBIT #12, which exhibit was as follows:

	The Farmer		Nebraska Farmer	Prairie Farmer		Wallaces' Farmer	Wisconsin Agriculturist
Total Net Paid..... Circulation..... December 31, 1931.....	Minnesota Ed.	164,703		Illinois Ed.	210,445		
	Dakota Ed.	95,333	123,677	Indiana Ed.	106,432	240,166	184,675
	Combined	260,036		Combined	316,877		
Line Rate.....	Minnesota Ed.	$1.25		Illinois Ed.	$1.30		
	Dakota Ed.	.60	$0.85	Indiana Ed.	.70	$1.75	$1.25
	Combined	1.60		Combined	1.80		
Inside Page..... (B & W)	Minnesota Ed.	$980.00		Illinois Ed.	$946.40		
	Dakota Ed.	470.40	$618.80	Indiana Ed.	509.60	$1,372.00	$980.00
	Combined	1,250.00		Combined	1,310.40		
Inside Page..... (B & 1 Color)	Minnesota Ed.	$1,029.00		Illinois Ed.	$993.72		
	Dakota Ed.	493.92	$650.00	Indiana Ed.	535.08	$1,440.60	$1,078.00
	Combined	1,312.00		Combined	1,375.92		
Fourth Cover..... (B & W or B & 1 Color)	Combined Ed. Only	$1,375.00	$680.00	Combined Ed. Only	$1,496.88	$1,509.20	$1,078.00
Half Page Rate.....	Minnesota Ed.	$490.00		Illinois Ed.	$473.20		
	Dakota Ed.	235.20	$309.40	Indiana Ed.	254.80	$686.00	$490.00
	Combined	625.00		Combined	655.20		
Quarter Page Rate.....	Minnesota Ed.	$245.00		Illinois Ed.	$236.60		
	Dakota Ed.	117.60	$154.70	Indiana Ed.	127.40	$343.00	$245.00
	Combined	312.50		Combined	327.60		
Page Size.....	784 lines		728 lines	728 lines		784 lines	784 lines
Column Width.....	2-1/6 in.		2-1/6 in.	2-1/6 in.		2-1/6 in.	2-1/6 in.
Frequency of Publication..	Biweekly		Biweekly	Biweekly		Biweekly	Biweekly
Last Forms Close.....	10 Days Preceding		10 Days Treceding	10 Days Preceding		10 Days Preceding	10 Days Preceding
Line Screen.....	75		85	85		100	100
Primary Circulation	Minnesota The Dakotas		Nebraska	Illinois Indiana		Iowa	Wisconsin

COMBINED RATES
Midwest Farm Paper Unit

Total Net Paid Circulation—1,125,421
(A. B. C. Publishers' Statements, Dec. 31, 1931)

PRAIRIE FARMER
THE NEBRASKA FARMER
WISCONSIN AGRICULTURIST & FARMER
THE FARMER and FARM, STOCK & HOME
WALLACES' FARMER & IOWA HOMESTEAD

Full Page, Inside, Black and White	$4,870.00
Full Page, Inside, Black and 1 Color	5,195.30
Three Full Columns, Black and White	3,822.00
Two Full Columns, Black and White	2,548.00
One Column, Black and White	1,274.00
Line Rate	7.00

SIZE OF PLATES: Page, 728 lines; when desired, 756 lines at same rate. One, two or three full columns, 182 lines per column in all publications. Single column width, 2-1/6 inches; double column, 4-3/8 inches; page width, 9 inches. Half tone 85 screen. Under no circumstances will a rebate be allowed for errors arising from wrong insertion of key numbers. All Unit insertions must be for issues dated for the same calendar month. Individual copy and cuts must be furnished each paper. Closing dates—ten days prior to date of publication.

MIDWEST FARM PAPER UNIT, INC.
Daily News Bldg., Chicago 250 Park Avenue, New York''

Plaintiff's Exhibit No. 12.

85 The plaintiff then offered to read in evidence Exhibit #13, being a page of a booklet labeled on the title page "Prairie Farmer", with the name of the publisher, to which offer the defendants, by counsel, objected as follows:

"The defendant Prairie Farmer Publishing Company objects as immaterial, no proper foundation laid, and not tending to prove in any way any of the allegations of plaintiff's petition. All of the other defendants object on the ground that as to them the exhibit is hearsay and self-serving, is not shown to have been written pursuant to any combination or conspiracy of the defendants and is not binding in any way upon such defendants."

Which objection was overruled and to which ruling the defendants at the time excepted.

Said exhibit was then read in evidence as follows:

86 PLAINTIFF'S EXHIBIT #13.

"Prairie Farmer—Chicago

Prairie Farmer Advertising Rates
Compared with Indiana Farmers Guide.

Both Indiana farm papers are worthy of advertising consideration when an advertising appropriation is large enough to include both papers. If this is not the case, Prairie Farmer offers a buy that should receive most careful consideration.

Prairie Farmer's circulation in Indiana is: 101,499 with outside circulation of only 4,933; the Guide's Indiana circulation is: 116,984 with outside circulation of 43,414.

Advertising Cost When Indiana Alone is Being Considered:

	Line Rate	One Column	Two Columns	Full Page
Prairie Farmer	$ .70	$127.40	$254.80	$509.60
Farmers Guide	1.00	196.00	392.00	784.00
Prairie Farmer Saving	.30	68.60	137.20	274.40

Cost of Covering Indiana When Prairie Farmer is Listed for Illinois and the Combination Rate Applies:

	Line Rate	One Column	Two Columns	Full Page
Prairie Farmer	$ .50	$ 91.00	$182.00	$364.00
Farmers Guide	1.00	196.00	392.00	784.00
Prairie Farmer Saving	.50	105.00	210.00	420.00

Cost of Covering Indiana With Prairie Farmer (Ind. Ed.) Instead of Farmers Guide, When the Midwest Unit is Used to Cover the Eight States of Indiana, Illinois, Wisconsin, Minnesota, North Dakota, South Dakota, Nebraska and Iowa:

	Line Rate	One Column	Two Columns	Full Page
The Farmer (2 Editions)	$1.60	$312.50	$625.00	$1,250.00
Nebraska Farmer	.85	154.70	309.40	618.80
Wallaces' Farmer	1.75	343.00	686.00	1,372.00
Wisconsin Agriculturist	1.25	245.00	490.00	980.00
Prairie Farmer (Ill. Ed.)	1.30	236.60	473.20	946.40
Indiana Farmers Guide	1.00	196.00	392.00	784.00
Total for eight states	$7.75	$1,487.80	$2,975.60	$5,951.20
Unit Rate for 8 states	$7.00	$1,274.00	$2,548.00	$4,870.00
Substitute Prairie Farmer for Indiana and Save	$ .75	$213.80	$427.60	$1,081.20''

87 ORAL EVIDENCE.

Evidence Adduced by Plaintiff.

WILLIAM G. CAMPBELL, a witness called on behalf of the plaintiff, testified on direct examination, in substance, as follows:

My name is William G. Campbell. I reside at Huntington, Indiana, and my business is publisher of the Indiana Farmer's Guide, with which I have been connected about ten years. My part of the work is mainly in connection with securing advertising for the publication.

I am familiar with the circulation of the paper, and the manner in which circulations and the advertising part are obtained. It is a corporation and I own an interest in it. A

year ago the circulation was about 160,000 total. I haven't the exact figures with me for any of this period or any specific time. They vary practically every week. The circulation of the Guide in the past year has varied from about 162,000 to 165,000 from week to week. The circulation in 1928 was approximately 160,000. In 1929 about the same. In 1930 about the same. In 1931 about the same. In 1932 about the same, with this difference, however: The total circulation has remained about the same, but the Indiana circulation during that period has increased perhaps 10,000; the circulation in the outlying states being reduced. In 1928 the circulation was approximately 110,000 in Indiana and about 50,000 outside of the state. In 1929 about the same. In 1930 approximately the same. In 1931 it ranged about the same. In 1932 the circulation in Indiana was about 125,000 and the circulation in other states about 35,000 to 40,000.

The deliveries of the circulation at the points without the state, to the subscribers, are made by the United States Postal Department, by mail. Those subscriptions are obtained by salesmen we employ, who go out through the various states and solicit subscriptions. The circulations to points without the state are mainly the states bordering on Indiana. We
88 receive revenues from these subscriptions. The subscription price is now 60 cents a year.

We classify our advertising in two divisions: commercial and classified. Classified advertising is advertising set in small type under classified headings, without the use of any display type. Commercial advertising is the class of advertising which pays the regular commercial rate an inch for display type used.

I could not give you any definite estimate of the relative percentage in value of the commercial advertising as compared with the classified advertising, without consulting the figures, but the commercial advertising is very much in excess of the classified advertising, because of the higher rate.

The electrotypes used in advertising come either direct from the advertiser or from his advertising agent. They may come from Chicago or Portland, Oregon, or New York or San Francisco, or New Orleans, or any place where the advertiser happens to be located, or where the agency happens to be located. After receiving them they are made up into pages and printed in the paper. The forms for the advertising, after the advertisement has been run, are taken down and the electrotypes preserved subject to the order of the adver-

tiser. These different advertisements come from points without the state, as well as from points within. Approximately 90 per cent of the gross amount of display advertisements comes from points without the state.

We obtain the advertising that comes from points without the state by the means of writing letters to advertisers throughout the country, sending out soliciting agents from our own officers, and through the representatives whom we have located in various cities throughout the country.

I have made an examination of the advertising lists as disclosed in Exhibits Numbers 7-11, both inclusive, being the data compiled by the Advertising Record Company, and compared the accounts that are named therein, with our records.

89 Q. And can you state how many of those accounts have been appearing in the Guide, or did appear in the Guide during the same period of time, being the years 1928 to 1932, both inclusive, but subsequently were dropped from the Guide, but appeared in the Mid-West Unit?

A. There were forty-six such accounts.

Q. Do you know the aggregate of the lineage of those accounts?

A. I have the figures for the total eighty-one accounts, but not for the forty-six.

Q. What do you mean by eighty-one accounts—what is added to the forty-six to make the eighty-one?

A. The eighty-one accounts is the total number that we lost to the Unit.

In saying we lost to the Unit, I mean these eighty-one accounts are advertisers who generally use all of the farm papers in a certain territory—such as the territory covered by the Mid-West Unit papers. They quit advertising at various times during the last five years, some before the depression started. I couldn't answer definitely how many of those were in the Guide but subsequently dropped and did appear in the Unit during the five year period that is covered by the report of the Advertising Record Company. I think our accountant has compiled figures on that question. The total figures of lineage that appeared in the Mid-West Unit group of papers during the five year period, that did not appear in the Guide, including those whether they were dropped from the Guide during that period or not and whethey they may have been new accounts or otherwise, are 194,707 lines. I arrived at that amount by taking the lineage as quoted in this Exhibit

from the Advertising Record Company, that appeared in the Unit and did not appear in the Guide. In saying it ap-
90 peared in the Unit, I mean it appeared in each member of the Unit. That report of the Advertising Record Company assumes to show only the accounts which appeared in all the members of the Unit.

As to the approximate time when the Prairie Farmer, Indiana Edition, first appeared, I understand that in 1928 they printed a line 'Indiana Edition' on the copies which were mailed to Indiana.

There was no cross-examination.

HARRY BOGGS, called by plaintiff, testified on direct examination as follows:

My name is Harry Boggs. I live at Indianapolis. Have been a certified public accountant for about fifteen years. Prior to 1910 I was a bookkeeper at Terre Haute. In that year I was appointed Field Auditor for the State Board of Accounts and served there until 1913 when I was appointed as the Traveling Auditor for the Public Service Commission. In 1915 I was made chief of the accounting department and served until 1924, when I resigned and formed the partnership of Herdrich & Boggs, which has continued to the present time.

I have made an examination of the compilation of data made by Advertising Record Company for the years 1928 to 1932, being the documents which have been admitted in evidence in this case as Exhibits Numbers 7 to 11, inclusive. From those exhibits I made a summary of the total lineage of all the accounts in each of the Mid-West Unit group, which include the Wallace Farmer of Iowa; The Farmer and Farm, Stock and Home of Minnesota; The Farmer and Farm, Stock and Home of Dakota; Prairie Farmer, Illinois Edition;
91 Prairie Farmer, Indiana Edition; Wisconsin Agriculturist of Wisconsin, and the Nebraska Farmer.

I have made a summary of the total lineage of all accounts in each of the papers which I have named, which lineage was carried in the Indiana Farmer's Guide in either the years 1928, '29, '30, '31 or '32, but omitted from the Indiana Farmer's Guide in either of the years '29 to '32, inclusive. Exhibit 14 is a correct copy of my compilation and summary referred to, and Exhibit 15 as identified by the reporter, con-

tains the detail and itemized names and linage of the several accounts for the several years named in the previous question that are included in the summary identified as Exhibit 14. I also made from an examination of Exhibits 7 to 11, inclusive, a summary of the total lineage of all of the accounts which appeared in the Mid-West Unit group in 1928 to 1932, inclusive, but which did not appear in the Indiana Farmer's Guide in either the years 1928, '29, '30, '31 or '32. Plaintiff's Exhibit 16 is a correct copy of that summary. Plaintiff's Exhibit 17 contains the itemized list, including the names of the advertisers and addresses, and the number of lines of advertising in each of the Mid-West papers referred to in the summary in Exhibit 16. There are two supporting sheets.

I also, from the Exhibits 7 to 11, inclusive, prepared a summary of the total lineage of all the accounts which appeared in the Mid-West Unit group, but which did not appear in the Indiana Farmer's Guide in the years 1928, '29, '30, '31 and '32, which is Exhibit 18. Exhibit 19 contains the itemized list including the names of the advertisers, their addresses and the amount of lineage in each of the Mid-West group papers as summarized in Exhibit 18.

EXHIBITS NUMBERS 14 to 19, inclusive, were thereupon offered in evidence, pending the admission of which
92 the witness further testified in response to questions propounded by counsel for the defendants, and the Court, in substance as follows:

These exhibits were made exclusively from those Advertising Record Company reports. The list of advertisers are there. The advertisements under a hundred lines, I think the certificate states, were excluded from that list. I am pretending to give a picture of the lineage in any of these papers for any of the years for which I have prepared the exhibits, complete only in so far as those certified copies go. If they had less than one hundred lines, they are not shown. That is what the certificate states. We do know something about the company's business, based on the audits we have been making for years, but those exhibits are based wholly on the certified copies of the Advertising Record Company.

The defendants' objections to the introduction of Exhibits 14 to 19, inclusive, were thereupon overruled and said exhibits were read in evidence, as follows:

93

EXHIBIT No. 14.

SUMMARY OF TOTAL LINEAGE OF ALL ACCOUNTS IN EACH OF THE MID-WEST UNIT GROUP WHICH LINEAGE WAS CARRIED IN THE INDIANA FARMERS GUIDE IN EITHER THE YEARS 1928, 1929, 1930, 1931 OR 1932 BUT WAS OMITTED FROM THE INDIANA FARMERS GUIDE IN EITHER THE YEARS 1929, 1930, 1931 OR 1932.

	Homestead	(A) Wallaces' Farmer and Iowa Edit.	(B) The Farmer and Farm, Stock and Home Minnesota Edit.	(C) The Farmer and Farm, Stock and Home Dakotas-Montana Edit.	(D) Prairie Farmer Illinois Ed.	(E) Prairie Farmer Indiana Ed.	(F) Wisconsin Agriculturist and Farmer	(G) Nebraska Farmer
1	Year 1929	10,444	10,752	.....	10,136	.....	10,752	10,500
2	Year 1930	28,898	28,634	.....	28,970	.....	32,194	22,936
3	Year 1931	7,885	8,767	3,083	9,850	9,808	8,890	9,786
4	Year 1932	14,396	17,220	16,548	15,524	13,788	17,054	15,556
5	Totals	61,623	65,373	19,631	64,480	23,596	68,590	58,778

Lineage figures based on compilations furnished by The Advertising Record Company.

Total Lineage of All Accounts in Each of the Mid-West Unit Gro
but Was Omitted from the

(A)

	Name of Advertiser	Address	Wallaces' Farmer and Iowa Homestead
1	Government of Canada—Dept. of Immigration	Ottawa, Canada	1,000
2	Montgomery Ward & Co	Chicago	3,780
3	R. C. A. Victor Company, Inc	New York City	5,964
4	Totals		10,444

Total Lineage of All Accounts in Each of the Mid-West Unit Gr
Years 1928 or 1929 but Was Omitted f

5	Advance-Rumely Thresher Co., Inc	La Porte, Indiana	1,512
6	Babson Manufacturing Corporation	Chicago	266
7	Government of Canada—Dept. of Immigration	Ottawa, Canada	440
8	Hood Rubber Products Co., Inc	Watertown, Mass	3,024
10	Quaker Oats Company	Chicago	6,174
11	R. C. A. Victor Company, Inc	New York City	4,992
12	Reynolds Tobacco Co., R. J	Winston-Salem, N. C.	3,920
13	Remington Arms Company, Inc	New York City	3,920
14	Rock Island Stove Company	Rock Island, Ill	1,136
15	Standard Chemical Mfg. Co	Omaha, Neb	406
16			
17	General Electric Company	New York City	3,108
18			
19	Totals		28,898

Total Lineage of All Accounts in Each of the Mid-West U
Either in the Years 1928, 1929 or 1930, but Was

20	Advance-Rumely Thresher Co., Inc	La Porte, Indiana	1,890
21	Babson Manufacturing Corporation	Chicago	644
22	Caterpillar Tractor Co	Peoria, Ill	3,920
23			
24			
25	Johnson Ideal Halter Co	Aurora, Ill	63
26			
27	Remingt n Arms Company, Inc	New York City	1,176
28	Walsh Company, James M	Milwaukee, Wis	192
29			
30	Totals		7,885

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EXHIBIT No. 15.

Total Lineage of All Accounts in Each of the Mid-West Unit Group Which Lineage Was Carried in the Indiana Farmers Guide in the Year 1928 but Was Omitted from the Indiana Farmers Guide in the Year 1929.

	Name of Advertiser	Address	(A) Wallaces' Farmer and Iowa Homestead	(B) The Farmer and Farm, Stock and Home Minnesota Edit.	(C) The Farmer and Farm, Stock and Home Dakotas-Montana Edit.	(D) Prairie Farmer Illinois Ed.	(E) Prairie Farmer Indiana Ed.	(F) Wisconsin Agricul-turist and Farmer	(G) Nebraska Farmer	(H) Advertising carried in Indiana Farmers Guide: Year	(I) Advertising carried in Indiana Farmers Guide: Lineage
1	Government of Canada—Dept. of Immigration	Ottawa, Canada	1,000	1,000	Started	1,000	Started	1,000	1,364	1928	1,490
2	Montgomery Ward & Co	Chicago	3,780	3,920	in year	3,640	in year	3,920	3,640	1928	5,488
3	R. C. A. Victor Company, Inc	New York City	5,664	5,832	1931	5,496	1931	5,832	5,496	1928	1,568
4	Totals		10,444	10,752		10,136		10,752	10,500		
	Total Lineage of All Accounts in Each of the Mid-West Unit Group Which Lineage Was Carried in the Indiana Farmers Guide Either in the Years 1928 or 1929 but Was Omitted from the Indiana Farmers Guide in the Year 1930.										
5	Advance-Rumely Thresher Co., Inc	La Porte, Indiana	1,512	2,646		1,890		1,890	1,512	1929	2,016
6	Babson Manufacturing Corporation	Chicago	266	4,174	Started	1,110	Started	2,626	534	1929	400
7	Government of Canada—Dept. of Immigration	Ottawa, Canada	440	440	in year 1931	440	in year 1931	440	804	1928	1,490
8	Hood Rubber Products Co., Inc	Watertown, Mass	3,024	3,024		2,856		3,024	2,856	1928	1,176
										1929	1,176
10	Quaker Oats Company	Chicago	6,174	784		6,188		6,664	728	1929	3,528
11	R. C. A. Victor Company, Inc	New York City	4,992	5,048		4,768		5,048	4,768	1928	1,568
12	Reynolds Tobacco Co., R. J	Winston-Salem, N. C	3,920	3,920		3,640		3,920	3,640	1928	2,520
13	Remington Arms Company, Inc	New York City	3,920	3,920		3,640		3,920	3,406	1929	2,688
14	Rock Island Stove Company	Rock Island, Ill	1,136	1,136		1,120		1,120	1,136	1929	1,680
15	Standard Chemical Mfg. Co	Omaha, Neb	406	406		406		406	406	1928	434
16										1929	392
17	General Electric Company	New York City	3,108	3,136		2,912		3,136	2,912	1928	2,520
18										1929	1,680
19	Totals		28,898	28,634		28,970		32,194	22,936		
	Total Lineage of All Accounts in Each of the Mid-West Unit Group Which Lineage Was Carried in the Indiana Farmers Guide Either in the Years 1928, 1929 or 1930, but Was Omitted from the Indiana Farmers Guide in the Year 1931.										
20	Advance-Rumely Thresher Co., Inc	La Porte, Indiana	1,890	1,890	756	1,890	1,890	1,890	1,890	1929	2,016
21	Babson Manufacturing Corporation	Chicago	644	1,876	588	1,146	1,146	1,118	1,068	1929	400
22	Caterpillar Tractor Co	Peoria, Ill	3,920	3,528	1,176	5,488	5,488	4,116	5,460	1928	588
23										1929	1,176
24										1930	2,712
25	Johnson Ideal Halter Co	Aurora, Ill	63	105	21	42	42	42	84	1929	193
26										1930	105
27	Remington Arms Company, Inc	New York City	1,176	1,176	392	1,092	1,092	1,176	1,092	1929	2,688
28	Walsh Company, James M	Milwaukee, Wis	192	192	150	192	150	248	192	1928	1,106
29										1929	140
30	Totals		7,885	8,767	3,083	9,850	9,808	8,590	9,786		

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EXHIBIT No. 15.

Total Lineage of All Accounts in Each of the Mid-West Unit Group Which Lineage Was Carried in the Indiana Farmers Guide Either in the Years 1928, 1929, 1930 or 1931, but Was Omitted from the Indiana Farmers Guide in the Year 1932.

	Name of Advertiser	Address	(A) Wallaces' Farmer and Iowa Homestead	(B) The Farmer and Farm, Stock and Home Minnesota Edit.	(C) The Farmer and Farm, Stock and Home Dakotas-Montana Edit.	(D) Prairie Farmer Illinois Ed.	(E) Prairie Farmer Indiana Ed.	(F) Wisconsin Agriculturist and Farmer	(G) Nebraska Farmer	(H) Advertising carried in Indiana Farmers Guide Year	(I) Lineage
1	Babson Manufacturing Corporation	Chicago	216	450	450	292	292	2,286	800	1929	400
2	Caterpillar Tractor Co	Peoria, Ill	168	168	168	1,624	168	168	1,530	1928	588
3										1929	1,176
4										1930	2,712
5	De Laval Separator Company, The	New York City	846	846	846	846	846	846	846	1928	3,857
6										1929	3,293
7										1930	2,727
8										1931	3,396
9	Goodrich Rubber Company, The B. F	Akron, Ohio	1,176	1,176	1,176	1,092	1,092	1,176	1,092	1928	5,672
10	Goodyear Tire & Rubber Co., Inc., The	Akron, Ohio	5,096	7,056	7,056	4,760	4,760	5,096	4,732	1928	4,704
11										1929	3,920
12										1930	3,780
13	General Laboratories, Inc	Madison, Wis	1,232	1,904	1,232	1,484	1,204	1,904	1,204	1931	586
14	Oliver Farm Equipment Company	Chicago	1,960	1,960	1,960	1,820	1,820	1,960	1,820	1929	2,760
15										1930	3,008
16	Pennsylvania Salt Mfg. Co	Philadelphia, Pa	2,034	2,034	2,034	1,950	1,950	2,034	1,950	1929	1,568
17										1930	1,680
18										1931	1,162
19	Remington Arms Company, Inc	New York City	392	392	392	364	364	392	364	1929	2,688
20	Sears Roebuck and Company	Chicago	200	200	200	300	300	200	100	1928	1,568
21										1929	1,568
22										1930	1,176
23										1931	2,058
24	Staley Sales Corporation	Decatur, Ill	544	544	544	544	544	544	544	1930	900
25										1931	900
26	Union Carbide & Carbon Corpn	New York City	532	490	490	448	448	448	574	1928	3,416
27										1929	3,136
28										1930	1,568
29										1931	1,568
30	Totals		14,396	17,220	16,548	15,524	13,788	17,054	15,556		

Lineage figures based on compilations furnished by The Advertising Record Company.

EXHIBIT No. 16.

SUMMARY OF TOTAL LINEAGE OF ALL ACCOUNTS WHICH APPEARED IN THE MID-WEST UNIT GROUP IN YEARS 1928, 1929, 1930, 1931 AND 1932 BUT WHICH DID NOT APPEAR IN THE INDIANA FARMERS GUIDE IN EITHER OF THE YEARS 1928, 1929, 1930, 1931 OR 1932.

		(A) Wallaces' Farmer and Iowa Homestead	(B) The Farmer and Farm, Stock and Home Minnesota Edit.	(C) The Farmer and Farm, Stock and Home Dakotas-Montana Edit.	(D) Prairie Farmer Illinois Ed.	(E) Prairie Farmer Indiana Ed.	(F) Wisconsin Agriculturist and Farmer	(G) Nebraska Farmer
1	Year 1928	28,793	29,367	.....	24,833	.....	26,207	30,207
2	Year 1929	39,415	40,584	.....	34,860	.....	35,466	39,494
3	Year 1930	45,053	42,352	.....	37,285	.....	42,519	44,329
4	Year 1931	14,466	16,372	10,779	13,968—	13,968	6,763	13,991
5	Year 1932	22,645	23,515	24,128	20,289	20,289	21,847	22,727
6	Total	150,372	152,191	34,907	131,235	34,257	132,802	150,748

Plaintiff's Exhibit No. 16.

EXHIBIT No. 17.

Total Lineage of all Accounts which Appeared in the Mid-West Unit Group in Year 1928, but which did not Appear in the Indiana Farmers Guide in Either of the Years 1928, 1929, 1930, 1931 or 1932.

	Name of Advertiser	Address	(A) Wallaces' Farmer and Iowa Homestead	(B) The Farmer and Farm, Stock and Home Minnesota Edit.	(C) Prairie Farmer Illinois Ed.	(D) Wisconsin Agriculturist and Farmer	(E) Nebraska Farmer
1	Acetol Products, Inc	New York City	2,924	2,394	2,394	2,144	2,394
2	American Chain Company	Bridgeport, Conn	1,434	1,434	1,434	1,434	1,434
3	Amtorg Trading Corp	New York City	168	168	168	112	112
4	Armstrong Cork Company	Lancaster, Pa	3,780	3,920	3,640	3,920	3,640
5	Chicago & Northwestern Railway	Chicago	522	466	431	566	386
6	Corn Products Refining Company	New York City	1,134	1,176	1,092	1,896	1,092
7	Cottonseed Products Association	Dallas, Texas	896	672	896	896	896
8	Cushman Motor Works, The	Lincoln, Neb	376	376	376	376	412
9	Electric Storage Battery Company, The	Philadelphia, Pa	1,092	1,092	1,092	1,092	1,092
10	Kotex Company	Neenah, Wis	756	784	728	784	728
11	Lambert Pharmacal Company	St. Louis, Mo	6,048	6,272	5,824	6,272	5,824
12	Lehigh Portland Cement Company	Allentown, Pa	1,512	1,512	1,512	1,512	1,512
13	Meadows Manufacturing Company, The	Bloomington, Ill	1,890	1,960	728	1,176	2,828
14	Omaha Tanning Co	Omaha, Neb	2,880	1,358	1,078	350	2,846
15	Pictorial Review Company, The	New York City	756	784	728	784	728
16	Sandwich Mfg, Co	Sandwich, Ill	432	2,034	420	420	1,810
17	U. S. Mail Order Co	St. Paul, Minn	307	736	63	244	244
18	Utica Knitting Company	Utica, N. Y	400	400	400	400	400
19	Wards Medical Co., Dr	Winona, Minn	126	189	189	189	189
20	Western Railway Committee on Public Rela-						
21	tions	Chicago	1,360	1,640	1,640	1,640	1,640
22	Totals		28,793	29,367	24,833	26,207	30,207

beage of all Accounts which Appeared in the Mid-West Unit Group in Year 1929, but which did Appear in the Indiana Farmers Guide in Either of the Years 1928, 1929, 1930, 1931 or 1932.

.....	New York City.....	2,678	2,160	2,608	2,156	2,072
.....	Providence, R. I.....	1,134	1,176	1,092	1,176	1,092
ny, Inc.....	Bridgeport, Conn.....	1,440	1,440	1,440	1,440	1,440
Company, The.....	Middletown, Ohio.....	2,268	2,352	2,184	2,352	2,184
.....	New York City.....	1,176	1,344	1,344	1,400	1,344
ion.....	Jersey City, N. J.....	1,134	1,176	1,092	1,176	1,092
hain Corporation.....	Tonawanda, N. Y.....	672	672	672	672	1,764
any.....	Malden, Mass.....	1,020	1,020	1,068	1,020	1,020
Company.....	New York City.....	1,899	1,960	1,456	2,680	1,820
tion, The.....	Cincinnati, Ohio.....	924	840	840	840	1,046
.....	Chattanooga, Tenn....	189	196	182	196	182
tion.....	New York City.....	4,158	4,312	4,004	4,312	4,004
ated.....	Minneapolis, Minn....	2,268	3,326	3,122	2,150	2,184
ny.....	Eau Claire, Wis.....	1,050	1,050	1,050	1,050	1,050
.....	Mankato, Minn.....	824	450	252	150	616
mpany.....	St. Louis, Mo.....	2,268	2,352	2,184	2,352	2,184
g Company, The.....	Bloomington, Ill.....	378	392	364	392	364
o., Inc.....	New York City.....	1,512	1,568	1,456	1,568	1,456
.....	Lansing, Mich.....	756	784	728	784	728
.....	El Dorado, Kans.....	7,353	7,612	2,964	2,730	7,094
Minnesota Assn.....	St. Paul, Minn.....	407	378	378	378	378
.....	Davenport, Ia.....	1,942	1,502	1,914	1,970	1,914
mittee on Public Rela...	Chicago.....	840	1,360	1,360	1,360	1,360
k Mfg. Co.....	East Pittsburgh, Pa...	1,134	1,162	1,106	1,162	1,106
.....		39,415	40,584	34,860	35,466	39,494

EXHIBIT No. 17.

Total Lineage of all Accounts which appeared in the Mid-West Unit Group in Year 1930 but which did not appear in the Indiana Farmers Guide in either of the Years 1928, 1929, 1930, 1931 or 1932

ame of Advertisers	Address	(A) Wallaces' Farmer and Iowa Homestead	(B) The Farmer and Farm, Stock and Home Minnesota Edit.	(C) The Farmer and Farm, Stock and Home Dakota-Montana Edit.	(D) Prairie Farmer Illinois Ed.	(E) Prairie Farmer Indiana Ed.	(F) Wisconsin Agricul-turist and Farmer	(G) Nebraska Farmer
ducts Inc	New York City	3,324	2,568	.....	3,184	.....	2,368	2,456
Chain Company, Inc	Bridgeport, Conn	1,314	1,314	.....	1,314	.....	1,314	1,314
he	Des Moines, Ia	1,334	750	.....	500	.....	500	1,050
rd Co. The	Minneapolis, Minn	490	490	.....	490	.....	490	490
Co	Danes, Wis	448	476	.....	252	.....	448	196
Incubator Co	Des Moines, Ia	264	168	.....	168–	.....	168	232
Life Assurance Society of the tates, The	New York City	392	392	.....	364	.....	392	364
Company, The	Waterloo, Ia	4,724	4,004	.....	882	.....	7,770	2,996
ods Corporation	New York City	12,860	12,888	.....	12,132	.....	10,178	13,224
lls, Incorporated	Minneapolis, Minn	2,114	1,568	.....	1,456	.....	1,568	1,092
mbine Harvester Co	Independence, Mo	1,958	1,372	.....	728	.....	728	3,896
neering Co	Mankato, Minn	70	112	.....	112	.....	70	224
s-Moline Power Implement Co	Minneapolis, Minn	3,010	2,982	.....	2,870	.....	3,234	4,004
R. H	Rockford, Ill	212	115	.....	240	.....	138	226
Company	El Dorado, Kan	8,026	8,642	.....	8,166	.....	8,642	8,138
tes Chain & Forging Company	Pittsburgh, Pa	1,176	1,176	.....	1,092	.....	1,176	1,092
ting Company	Utica, N. Y	440	440	.....	440	.....	440	440
Mfg. Co	Davenport, Ia	1,797	1,795	.....	1,795	.....	1,795	1,795
ilways Committee on elations	Chicago, Ill	1,100	1,100	.....	1,100	.....	1,100	1,100
ls		45,053	42,352	.....	37,285	.....	42,519	44,329

Total Lineage of all Accounts which appeared in the Mid-West Unit Group in Year 1931 but which did not appear in the Indiana Farmers Guide in either the Years 1928, 1929, 1930, 1931 or 1932

Burrell-Dugger Co	Indianapolis, Indiana	76	197	197	230	230	217	210
Columbus-McKinnon Chain Corporation	Tonawando, N. Y.	392	392	392	364	364	392	364
Dane Mfg. Co	Dane, Wis	330	330	92	266	266	112	358
Firestone Footwear Company	Boston, Mass	1,176	1,176	1,176	1,092	1,092	1,176	1,092
General Food Corporation	New York City	9,481	11,245	7,129	9,061	9,061	2,184	9,061
Quaker State Oil Refining Co	Oil City, Pa	2,352	2,352	1,176	2,184	2,184	1,960	2,184
Simondsen Iron Works	Sioux Rapids, Ia	84	105	42	196	196	147	147
Utica Knitting Company	Utica, N. Y	575	575	575	575	575	575	575
Totals		14,466	16,372	10,779	13,968	13,968	6,763	13,991

Total Lineage of all Accounts which appeared in the Mid-West Unit Group in Year 1932 but which did not appear in the Indiana Farmers Guide in either of the Years 1928, 1929, 1930, 1931 or 1932

Burrell-Dugger Co	Indianapolis, Indiana	114	195	195	304	304	266	126
Columbia Phonograph Company, Inc	New York City	784	784	784	728	728	784	728
General Foods Corporation	New York City	17,310	18,094	19,662	16,414	16,414	17,310	17,478
Iodine Educational Bureau	New York City	350	350	350	364	364	350	350
Kerr Glass Mfg. Corp	Sand Springs, Okla	2,112	2,118	1,162	504	504	1,162	2,070
Premier Malt Products Co	Chicago, Ill	980	980	980	980	980	980	980
Stanco Incorporated	New York City	280	280	280	280	280	280	280
Utica Knitting Company	Utica, N. Y	715	715	715	715	715	715	715
Totals		22,645	23,516	24,128	20,289	20,289	21,847	22,727

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EXHIBIT 18

Summary of Total Lineage of all Accounts which appeared in the Mid-West Unit Group but which did not appear in the Indiana Farmers Guide in the Years 1928, 1929, 1930, 1931 and 1932

		(A) Wallaces' Farmer and Iowa Homestead	(B) The Farmer and Farm, Stock and Home Minnesota Edit.	(C) The Farmer and Farm, Stock and Home Dakotas-Montana Edit.	(D) Prairie Farmer Illinois Ed.	(E) Prairie Farmer Indiana Ed.	(F) Wisconsin Agricul-turist and Farmer	(G) Nebraska Farmer	(I) 6 Indiana Farmers Guide
1	Year 1928	29,830	30,380	.....	25,758	.....	27,188	31,244	.....
2	Year 1929	51,153	53,204	.....	46,920	.....	48,170	50,990	.....
3	Year 1930	75,654	72,717	.....	67,930	.....	76,444	69,064	.....
4	Year 1931	22,351	25,139	13,862	23,818	23,776	15,353	23,777	.....
5	Year 1932	37,041	40,736	40,676	35,813	34,077	38,901	38,283	.....
6	Totals	216,029	222,176	54,538	200,239	57,853	206,056	213,358	.....

Lineage figures based on compilations furnished by The Advertising Record Company.

EXHIBIT 19.

Total Lineage of all Accounts which Appeared in the Mid-West Unit Group, but which did not Appear in the Indiana Farmers Guide in the Year 1928.

	Name of Advertiser	Address	(A) Wallaces' Farmer and Iowa Homestead	(B) The Farmer and Farm, Stock and Home Minnesota Edit.	(C) The Farmer and Farm, Prairie Farmer Illinois Ed.	(D) Wisconsin Agriculturist and Farmer	(E) Nebraska Farmer	(F) Indiana Farmers Guide
1	Acetol Products, Inc	New York City	2,924	2,394	2,394	2,144	2,394	.....
2	American Chain Company	Bridgeport, Conn	1,434	1,434	1,434	1,434	1,434	.....
3	Amtorg Trading Corp	New York City	168	168	168	112	112	.....
4	Armstrong Cork Company	Lancaster, Pa	3,780	3,920	3,640	3,920	3,640	.....
5	Chicago & Northwestern Railway	Chicago	522	466	431	566	386	.....
6	Corn Products Refining Company	New York City	1,134	1,176	1,092	1,896	1,092	.....
7	Cottonseed Products Association	Dallas, Texas	896	672	896	896	896	.....
8	Cushman Motor Works, The	Lincoln, Neb	376	376	376	376	412	.....
9	Electric Storage Battery Company, The	Philadelphia, Pa	1,092	1,092	1,092	1,092	1,092	.....
10	Kotex Company	Neenah, Wis	756	784	728	784	728	.....
11	Lambert Pharmacal Company	St. Louis, Mo	6,048	6,272	5,824	6,272	5,824	.....
12	Lehigh Portland Cement Company	Allentown, Pa	1,512	1,512	1,512	1,512	1,512	.....
13	Meadows Manufacturing Company, The	Bloomington, Ill	1,890	1,960	728	1,176	2,828	.....
14	Omaha Tanning Co	Omaha, Neb	2,880	1,358	1,078	350	2,846	.....
15	Pictorial Review Company, The	New York City	756	784	728	784	728	.....
16	Salsbury, Dr. J. E	Charles City, Ia	279	255	167	223	279	.....
17	Sandwich Mfg. Co	Sandwich, Ill	432	2,034	420	420	1,810	.....
18	U. S. Mail Order Co	St. Paul, Minn	307	736	63	244	244	.....
19	Utica Knitting Company	Utica, N. Y	400	400	400	400	400	.....
20	Wards Medical Co., Dr	Winona, Minn	126	189	189	189	189	.....
21	Western Railways Committee on Public Rela-							
22	tions	Chicago	1,360	1,640	1,640	1,640	1,640	.....
23	Wood Brothers Thresher Company	Des Moines, Ia	758	758	758	758	758	.....
24	Totals		29,830	30,380	25,758	27,188	31,244	.....

Total Lineage of all Accounts which Appeared in the Mid-West Unit Group, but which did not Appear in the Indiana Farmers Guide in the Year 1929.

25	Acetol Products, Inc	New York City	2,678	2,160	2,608	2,156	2,972	
26	Alvin Corporation, The	Providence, R. I	1,134	1,176	1,092	1,176	1,092	
27	American Chain Company, Inc	Bridgeport, Conn	1,440	1,440	1,440	1,440	1,440	
28	American Rolling Mill Company, The	Middletown, Ohio	2,268	2,352	2,184	2,352	2,184	
29	Amtorg Trading Corp	New York City	1,176	1,344	1,344	1,400	1,344	
30	Bond Electric Corporation	Jersey City, N. J	1,134	1,176	1,092	1,176	1,092	
31	Columbus-McKinnon Chain Corporation	Tonawanda, N. Y	672	672	672	672	1,764	
32	Converse Rubber Company	Malden, Mass	1,020	1,020	1,068	1,020	1,020	
33	Corn Products Refining Company	New York City	1,890	1,960	1,456	2,680	1,820	
34	Crosley Radio Corporation, The	Cincinnati, Ohio	924	840	840	840	1,046	
35	Doughty, Charles L	Chattanooga, Tenn	189	196	182	196	182	
36	General Foods Corporation	New York City	4,158	4,312	4,004	4,312	4,004	
37	General Laboratories, Inc	Madison, Wis	818	1,392	1,448	1,476	716	
38	General Mills, Incorporated	Minneapolis, Minn	2,268	3,326	3,122	2,150	2,184	
39	Gillette Rubber Company	Eau Claire, Wis	1,050	1,050	1,050	1,050	1,050	
40	Government of Canada—Dept. of Immigration	Ottawa, Canada	1,000	1,000	1,000	1,000	1,364	
41	Kato Engineering Co	Mankato, Minn	824	450	252	150	616	
42	Lambert Pharmacal Company	St. Louis, Mo	2,268	2,352	2,184	2,352	2,184	
43	Meadows Manufacturing Company, The	Bloomington, Ill	378	392	364	392	364	
44	Montgomery Ward & Co	Chicago	3,780	3,920	3,640	3,920	3,640	
45	National Bellas Hess Co., Inc	New York City	1,512	1,568	1,456	1,568	1,456	
46	Olds Motor Works	Lasning, Mich	756	784	728	784	728	
47	R. C. A. Victor Company, Inc., Radio Corp. of Am	New York, City	5,664	5,832	5,596	5,832	5,496	
48	Skelly Oil Company	El Dorado, Kan	7,353	7,612	2,964	2,730	7,094	
49	Ten Thousand Lakes of Minnesota Assn	St. Paul, Minn	407	378	378	378	378	
50	Vose Bros. Mfg. Co	Davenport, Ia	1,942	1,502	1,914	1,970	1,914	
51	Western Rlys. Committee on Public Relations	Chicago	840	1,360	1,360	1,360	1,360	
52	Westinghouse Electric & Mfg. Company	East Pittsburgh, Pa	1,134	1,162	1,106	1,162	1,106	
53	Willhelm Lubrication Co	St. Paul, Minn	476	476	476	476	280	
54	Totals		51,163	53,204	46,920	48,170	50,990	

Lineage figures based on compilations furnished by The Advertising Record Company.

Total Lineage of all Accounts which Appeared in the Mid-West Unit Group, but which did not Appear in the Indiana Farmers Guide in the Year 1930.

	Address	(A) Wallaces' Farmer and Iowa Homestead	(B) The Farmer and Farm, Stock and Home Minnesota Edit.	(C) Prairie Farmer Illinois Ed.	(D) Wisconsin Agricul-turist and Farmer	(E) Nebraska Farmer	(F) Indiana Farmers Guide
.....	New York City.....	3,324	2,568	3,184	2,368	2,456	.....
., Inc.....	La Porte, Indiana.....	1,512	2,646	1,890	1,890	1,512	.....
c.....	Bridgeport, Conn.....	1,314	1,314	1,314	1,314	1,314	.....
ation.....	Chicago.....	266	4,174	1,110	2,626	534	.....
.....	Des Moines, Ia.....	1,334	750	500	500	1,050	.....
.....	Minneapolis, Minn....	490	490	490	490	490	.....
.....	Dane, Wis.....	448	476	252	448	196	.....
.....	Des Moines, Ia.....	264	168	168	168	232	.....
iety of the							
.....	New York City.....	392	392	364	392	364	.....
.....	Waterloo, Ia.....	4,724	4,004	882	7,700	2,996	.....
.....	New York City.....	3,108	3,136	2,912	3,136	2,912	.....
.....	New York City.....	12,860	12,888	12,132	10,178	13,224	.....
.....	Madison, Wis.....	1,356	1,384	1,328	1,384	1,528	.....
.....	Minneapolis, Minn....	2,114	1,568	1,456	1,568	1,092	.....
Co.....	Independence, Mo.....	1,958	1,372	728	728	3,896	.....
rtment of							
.....	Ottawa, Canada.....	440	440	440	440	804	.....
nc.....	Watertown, Mass.....	3,024	3,024	2,856	3,024	2,856	.....
.....	Mankato, Minn.....	70	112	112	70	224	.....
mplement							
.....	Minneapolis, Minn....	3,010	2,982	2,870	3,234	4,004	.....
.....	Chicago.....	6,174	784	6,188	6,664	728	.....
io Corporation							
.....	New York City.....	4,992	5,048	4,768	5,048	4,768	.....
ne	New York City.....	3,920	3,920	3,640	3,920	3,640	.....

EXHIBIT 19

hich Appeared in the Mid-West Unit Group, but which did not Appear in the Indiana Farmers Guide in the Year 1931.

	(A)	(B) The Farmer and Farm,	(C) The Farmer and Farm,	(D)	(E)	(F)	(G)	(I)

Plaintiff's Exhibit No. 19.

e of Advertiser	Address	Wallaces' Farmer and Iowa Homestead	Stock and Home Minnesota Edit.	Stock and Home Dakotas-Montana Edit.	Prairie Farmer Illinois Ed.	Prairie Farmer Indiana Ed.	Wisconsin Agriculturist and Farmer	Nebraska Farmer	Indiana Farmer Guide
ly Thresher Co., Inc	La Porte, Indiana	1,890	1,890	756	1,890	1,890	1,890	1,890	.....
cturing Corporation	Chicago, Illinois	644	1,876	588	1,146	1,146	1,118	1,068	.....
Co	Indianapolis, Indiana	76	197	197	230	230	217	210	.....
ctor Co	Peoria, Illinois	3,920	3,528	1,176	5,488	5,488	4,116	5,460	.....
innon Chain Corporation	Tonawanda, N. Y.	392	392	392	364	364	392	364	.....
.....	Dane, Wisconsin	330	330	92	266	266	112	358	.....
wear Company	Boston, Mass	1,176	1,176	1,176	1,092	1,092	1,176	1,092	.....
Corporation	New York City	9,481	11,245	7,129	9,061	9,061	2,184	9,061	.....
Halter Co	Aurora, Illinois	63	105	21	42	42	42	84	.....
il Refining Co	Oil City, Pa	2,352	2,352	1,176	2,184	2,184	1,960	2,184	.....
ns Company, Inc	New York City	1,176	1,176	392	1,092	1,092	1,176	1,092	.....
Works	Sioux Rapids, Ia	84	105	42	196	196	147	147	.....
Company	Utica, N. Y	575	575	575	575	575	575	575	.....
y, James M	Milwaukee, Wisconsin	192	192	150	192	150	248	192	.....
.....	.....	22,351	25,139	13,862	23,818	23,776	15,353	23,777	.....

neage of all Accounts which Appeared in the Mid-West Unit Group, but which did not Appear in the Indiana Farmers Guide in the Year 1932.

cturing Corporation	Chicago, Illinois	216	450	450	292	292	2,286	800	.....
Co	Indianapolis, Indiana	114	195	195	304	304	266	126	.....
ctor Co	Peoria, Illinois	168	168	168	1,624	168	168	1,530	.....
ograph Company, Inc	New York City	784	784	784	728	728	784	728	.....
rator Company, The	New York City	846	846	846	846	846	846	846	.....
Corporation	New York City	17,310	18,094	19,662	16,414	16,414	17,310	17,478	.....
tories, Inc	Madison, Wisconsin	1,232	1,904	1,232	1,484	1,204	1,904	1,204	.....
er Company, The B. F	Akron, Ohio	1,176	1,176	1,176	1,092	1,092	1,176	1,092	.....
& Rubber Co., Inc., The	Akron, Ohio	5,096	7,056	7,056	4,760	4,760	5,096	4,732	.....
onal Bureau	New York City	350	350	350	364	364	350	350	.....
. Corp	Sand Springs, Okla	2,112	2,118	1,162	504	504	1,162	2,070	.....
uipment Company	Chicago, Illinois	1,960	1,960	1,960	1,820	1,820	1,960	1,820	.....
alt Mfg. Co	Philadelphia, Pa	2,034	2,034	2,034	1,950	1,950	2,034	1,950	.....
roducts Co	Chicago, Illinois	980	980	980	980	980	980	980	.....
s Company, Inc	New York City	392	392	392	364	364	392	364	.....
and Co	Chicago, Illinois	200	200	200	300	300	200	100	.....
rated	New York City	280	280	280	280	280	280	280	.....
rporation	Decatur, Illinois	544	544	544	544	544	544	544	.....
& Carbon Corpn.									
bon Company, Inc	New York City	532	490	490	448	448	448	574	.....
Company	Utica, N. Y	715	715	715	715	715	715	715	.....
.....	.....	37,041	40,736	40,676	35,813	34,077	38,901	38,283	.....

103 FRANK MARTIN, called by plaintiff, testified on direct examination as follows:

My name is Frank Martin. I live in Huntington, Indiana. I am Treasurer of the Indiana Farmer's Guide and am also a certified public accountant, which I have been for fifteen years. Have been with the Indiana Farmer's Guide in the capacity of Treasurer for five years; am in active charge of the financial affairs of the Indiana Farmer's Guide and have been for about four years, during which time I have been personally keeping or supervising the keeping of the Treasurer's records and books of the corporation.

I am familiar with the data and compilation that is included in the documents that have been introduced in evidence here, under Exhibits 7 to 11, inclusive, and am familiar with the financial affairs of the Indiana Farmer's Guide, and with the amount of advertising matter and the revenues received by the Indiana Farmer's Guide from time to time during the past five years.

Q. You may state, Mr. Martin, what, in your opinion, the amount of damage is that has been sustained by the Indiana Farmer's Guide Publishing Company by reason of the rate—combination rate—that has been put in force and established by the organization, the defendant, Mid-West Unit and its co-defendants, Prairie Farmer Publishing Company, Wallace Publishing Company, Wisconsin Farmer Company, McKelvie Publishing Company, Webb Publishing Company and Mid-West Farm Papers Unit?

Counsel for Defendants: Objected to, if the Court please, as no proper sufficient foundation laid.

Counsel for Plaintiff: In response to the question, the plaintiff offers to prove that the damage sustained by the plaintiff by reason of the combination rate, proven in evidence, was $145,000.

104 Counsel for Defendants: The offer is objected to on the same ground as the original question, as incompetent, calling for the witness' conclusion, and invading the province of the jury, and immaterial, no foundation laid.

The Court (Addressing counsel for plaintiff): All right, you may have an exception.

Witness resuming: The advertising rate for the Indiana Farmer's Guide during the past five years has been one dollar per line and 784 lines appear on a page.

There was no cross-examination.

C. V. GREGORY, called by plaintiff, testified as follows:

My name is C. V. Gregory. I live at Wheaton, Illinois. I am Vice-President of Prairie Farmer Publishing Company and have been Vice-President for about eighteen years. I am President of Mid-West Farm Paper Unit, and have been President since it was organized. As well as I can give it from memory, the directors of the Mid-West Farm Paper Unit are S. R. McKelvie, Horace Klein, Dante Pierce and myself. I do not think Burridge Butler is a director at this time. He may have been at the time of its incorporation, I don't recall. I think at the time of the incorporation John Wallace was one of the directors. Mr. Burridge Butler is President of the Prairie Farmer. I think John Wallace was President of Wallace Publishing Company and Mr. McKelvie was President of McKelvie Publishing Company and
105 Dante Pierce was an officer of Wisconsin Farmer. Horace C. Klein was connected with the Webb Publishing Company—I think his title is President.

Referring to Exhibit 22, under date of May 21, 1932, carrying the name of Burton W. Rhoades, I would say that is his signature. He was an advertising salesman for the Prairie Farmer at that time.

Plaintiff here offered in evidence EXHIBIT #22, and upon objection by the defendants, the witness further testified in response to questions propounded by the Court, that Rhoades was an advertising salesman for the Prairie Farmer, selling advertisements to the public and people who would buy them, and that he carried the title Manager of Sales Service, given to him by the Prairie Farmer, whereupon the objection was overruled, and the exhibit was read in evidence as follows:

PLAINTIFF'S EXHIBIT #22.

"The Prairie Farmer

May 31, 1932.

"Mr. R. Harry Miller,
1301 N. Alabama St.,
Indianapolis, Ind.

"Dear Mr. Miller:

"We have asked our Mr. Sackrison to present this letter in response to your letter of May 27 because he will be able to answer efficiently any questions you may have with reference to Prairie Farmer in Indiana.

"There is no combination rate between any of these corn belt farm papers except as given in my letter of May 25.

106 "While the proposition to be advertised is for corn states only, we do not know how extensive your proposed campaign would be. In view of this, we are sending you herewith a tabulation of states showing corn acreage and production, together with the circulation and cost of papers that would cover these states.

"We note your reference to using the Farmers Guide in place of the Indiana Edition of Prairie Farmer. While we have no objection to the use of the Guide, we do believe that Prairie Farmer will give you coverage of Indiana by itself and at a lower rate as there is very little difference between the amount of Indiana circulation on the part of either the Guide or Prairie Farmer. Inasmuch as you are interested in the Illinois Edition of Prairie Farmer, it requires only fifty cents per line to add the Indiana Edition while the rate of the Guide would be $1.00. If you have money enough and can use both papers, all the better.

"In order that you may realize that Prairie Farmer has coverage of Indiana, we hand you a map herewith showing the circulation of both papers in the state, county by county. We also enclose a survey made in 1931 which shows that Prairie Farmer gives almost the same coverage over the state as the Guide does and really has better coverage in the forty-six best counties of the state. In this survey you will find that farmers taking both papers give more reader preference to Prairie Farmer than they do to the Farmers Guide. We give this data in order that you may realize that Prairie Farmer cannot be considered a second paper in the state.

"Mr. R. Harry Miller—page two.

"In addition to the high standing of Prairie Farmer editorially in Indiana, we also serve farmers and dealers throughout the state over Radio Station WLS which gives more attention to agriculture than any other station in America.

"We hope that the data we present will be a real help to you in presenting this advertising matter to your friend and assure you of our interest in giving you the necessary facts for you to exercise the best of judgment in serving your friend.

"Yours very truly,

BURTON W. RHOADS,

BWR:MN *Manager Sales Service.*"

107 The witness FRANK MARTIN, recalled by plaintiff, further testified on direct examination as follows:

I have made a computation of the total income of the Indiana Farmer's Guide Publishing Company from what is known as commercial or display advertising for each of the years 1928, '29, '30, '31 and '32. The total revenue from the display advertising in the Indiana Farmer's Guide for the year ending March 31, 1929, being the date of our audit, was $339,597.89. In my judgment, it would have been, for the same period of time, in the absence of the combination rate, $357,639.14.

The revenue from display advertising for the year ending March 31, 1930, was $316,919.14. It would have been, in my opinion, in the absence of the combination rate, $350,-832.14.

The revenue from the display advertising in the year ending March 31, 1931, was $223,622.31. It would have been, in the absence of the combination rate, $273,484.56.

The income from the display advertising during the year ending March 31, 1932, was $121,843.30, and would have been during the same period of time, in the absence of the combination rate, $139,528.30.

During the year ending March 31, 1933, it was $61,660.45, and would have been in the absence of the combination rate, $88,289.20.

On cross-examination, the witness testified as follows:

The Indiana Farmer's Guide keeps books of account in

which all of these figures are entered. These books are at Huntington, Indiana, but we have a certified report by Hedrich and Boggs covering the business for the last five years. The report I am reading from is the Herdrich report, but these are my figures, and I have verified those with the audit we have carried and with the books. I have testified from the report made by somebody else and have made some totals on them.

108 Upon motion of counsel for defendants to strike out the testimony of the witness for want of sufficient foundation, the witness further testified in substance as follows:

I took those figures from the audit and verified them with the books. Mr. Boggs just handed me his figures but I can get my own figures and verify them, if that is necessary. I have made up my own report, but when I made this computation Mr. Boggs handed me this and I took the revenues off there. I can verify them in just a minute.

The Court: I wonder how you arrived at that amount. The business kept going down. Didn't the nature of the times have anything to do with it?

The Witness: The business that we have taken into consideration was the amount of business that was placed in the Unit and was carried during that period of time.

The Court: Well, that difference between what you say you did receive and what you would have if it had not been for these defendants, is that the amount of business that they took?

The Witness: Yes, sir.

The Court: That is the way you arrived at it?

The Witness: That is the way I arrived at it.

The Court: Do you have any way of knowing whether you would have gotten it or not?

The Witness: The only way is that we have some correspondence and the rate which is in effect. We have some correspondence.

109 The Court: Well, did the times have anything to do with that—people taking less advertising? The fact is that they have been cutting down, haven't they?

The Witness: Yes, but this business was actually run during that period of time.

The Court: You mean—

The Witness: This lineage that we are speaking of was run and run in the competitive papers during that period of time

and the effect of the rate construction made it impossible for us to secure that business. In other words—

The Court: That wasn't run in your paper?

The Witness No, it wasn't run in our paper but the business was run.

The Court: You don't know why they changed?

The Witness: Well, they saved about $1100.000 by the way the combination rate worked out. If they buy the five papers they pay $5100, but, if they will take this competitive paper which is in competition with ours, they will save $300 and get the Indiana Edition of the Prairie Farmer for nothing. That is the way the thing works out and that is why we have no chance to get it.

The Court: Any other questions?

Counsel for Defendants: That is all.

Counsel for Plaintiff: That is all.

The Court: I doubt whether testimony of that kind is competent if he took it from the audit.

The Witness: I can qualify it if you will give me the time.

Whereupon the witness was briefly excused, and upon returning to the witness stand, further testified:

Since previously testifying, I have checked my previous testimony and the figures given by me with figures that I myself took from the original source of the book records of the company, and have verified them, and the figures that I have previously given are correct.

110 On the morning following the introduction of the preceding testimony, the trial was resumed and proceedings had as follows:

Counsel for Plaintiff: The plaintiff now offers in evidence EXHIBITS 23 TO 28.

Counsel for the Defendants: I assume that the case is now open for the purpose of proving with reference to the publishers of these papers—is that right?

Counsel for Plaintiff: Yes.

Counsel for Defendant: The defendants will concede and admit that they publish individually the papers as alleged in plaintiff's petition except that they do not admit that the Webb Publishing Company, the defendant, publishes anything.

Counsel for the plaintiff thereupon read in evidence said Exhibit #25, as follows:

PLAINTIFF'S EXHIBIT #25.

"Publisher's Statement—Farm Paper Form

Period Ending June 30, 1932. (Not Audit Report)	176
This Statement by the Publisher is subject to annual audit by the	1. The Farmer & Farm, Stock & Home
Audit Bureau of Circulations 165 W Wacker Drive, Chicago, Illinois.	2. The Webb Publishing Company
For Audit Report refer to latest white paper form	3. St. Paul, Minnesota

4. Est. 1882 5. Published Bi-weekly. 6. Statement covers 6 months ending June 30, 1932.

7. Class, Industry or Field Served General Farming & Live Stock."

111 The plaintiff thereupon rested.

EVIDENCE ADDUCED BY THE DEFENDANTS.

J. E. GILL, a witness called by defendants, testified in substance as follows:

I live in Chicago. Am Advertising Manager of the Agriculturist and Farmer and Wallaces' Farmer and the Iowa Homestead. Have been in the advertising business since 1902. Have been connected with the so-called farm papers since 1908. Exhibits Numbers 29, 30 and 31 (handed to the witness for identification) are contained in a book entitled "Standard Rate and Data Service, November 1931", which is one of the publications of the Standard Rate Service. It is consulted frequently by advertising men and publishers and is a standard authority. It contains a tabulation of certain farm or agricultural papers published in the United States. They are set out on page 303, marked "Exhibit #29". The next two pages, Exhibits Numbers 30 and 31, is a tabulation which shows the distribution of the circulation of the publications listed by states. They are farm papers. These exhibits were thereupon offered in evidence.

Counsel for the Plaintiff: We object to Exhibit #29 for the reason that it is irrelevant to any of the issues in this cause, and further, for the reason that they are publications which are in no way involved in this case and over territory that is not embraced within the territory in which the 112 publications involved in this case, generally, circulate and for the further reason that it includes a number of minor publications that do not, on the face of them purport to be in the general field but some are in a field like poultry and various other small branches, that may have a bearing on the farm industry, but yet not in this case would they be sufficiently pertinent to serve any question.

The Court: The objection is overruled. I think that is part of the defense.

Counsel for Plaintiff: An exception, Your Honor.

The Court: Let the record show them admitted and read in evidence.

Counsel for Plaintiff: I want my objection to go to each of these exhibits, Your Honor.

The Court: Yes. The objection is overruled.

Counsel for Plaintiff: An exception, Your Honor, to each of them.

The Court: You are not objecting on the ground that it is not authentic, are you?

Counsel for Plaintiff: Oh, no, Your Honor.

Said Exhibits Nos. 29, 30 and 31 were thereupon read in evidence as follows:

THE AGRICULTURAL SECTION

This section includes general agricultural papers, fruit, dairy, livestock, bee, poultry, etc. For the convenience of subscribers in selecting media in this section the publications are classified below

GENERAL

Agricultural College Magazines Associated
Agricultural Leaders' Digest
Agricultural News
Agricultural Review
Alberta Farmer & Calgary Weekly Herald (Canada)
Alberta Farm Journal (Canada)
American Agriculturist
American Farming
Arkansas Farmer
Associated Farm Papers
Better Crops with Plant Food
Bureau Farmer
California Cultivator
California Weed Grower
Canadian Cutlook (Canada)
Canadian Ayrshire Review (Canada)
Canadian Countryman (Canada)
Canadian Horticulturist (Canada)
Capper's Farmer
Co-operative Farmer
Country Gentleman
Country Guide (Canada)
Country Home, The
Country Life in B. C. (Canada)
Dakota Farmer
Family Herald and Weekly Star (Canada)
Farm and Garden Magazine
Farm and Live Stock Record
Farm and Market Journal
Farm and Ranch
Farm and Ranch Review (Canada)
Farm Journal
Farmer and Farm, Stock and Home
Farmer and Feeder
Farmer's Advocate and Home Magazine (Canada)
Farmer's Exchange
Farmer's Home Journal
Farmer's Sun (Canada)
Farmer's Telegram
Farmer's Weekly Review
Farmer's Wife
Farmer's Union State Rights Farming
Florida Farm & Grove
Florida Farmer
Florida Grower
Free Press Prairie Farmer (Canada)
Gleaner, The
Hoard's Dairyman
Idaho Farmer
Illinois Agriculturist
Indiana Farmer's Guide
Indiana Farmer's Weekly Farmer
Iowa Farmer & Corn Belt Farmer
Kansas Farmer
Kansas Farmer & Mail & Breeze
Kentucky Farmer
Kentucky Union Farmer
Manitoba Co-operator (Canada)
Michigan Farmer
Minnesota Farmer
Missouri Farmer
Montana Farmer
National Farm News
National Wool Grower
Nebraska Farmer
New England Homestead
Northwestern Farmer and Breeder
Nor'-West Farmer, The (Canada)
Ohio Farm Bureau News
Ohio Farmer
Oklahoma Farmer-Stockman
Ontario Farmer (Canada)
Oregon Farmer
Ottawa Farm Journal (Canada)
Pacific Northwest Farm Trio
Pacific Rural Press
Pennsylvania Farmer
Prairie Farmer
Progressive Farmer and Southern Ruralist
Rocky Mountain Husbandman
Rural New Yorker
Saskatchewan Farmer (Canada)
Scoop Shovel (Canada)
Sheep and Goat Raisers' Magazine
Southern Agriculturist
Southern Cultivator
Southern Planter
Southwest Plainsman
Southwestern Stockman-Farmer
Standard Farm Field—Ralston Color Inserts
Standard Farm Paper Unit
Successful Farming
Terre de Chen News, La (Canada)
Texas Southwest Farmer
Tobacco News
U. F. A. (The) (Canada)
Utah Farmer
Valley Farmer and South Texas Grower
Wallaces' Farmer and Iowa Homestead
Washington Farmer
Western Farmer (Canada)
Western Farm Life
Western Producer (Canada)
Wisconsin Agriculturist and Farmer
Wisconsin Homestead
Witness & Canadian Homestead (Canada)
Woman's Farm Life
Wyoming Stockman-Farmer

DAIRY—See also "Milk & Milk Products" in Business Papers Section

FRUIT—See also "Fruit" in Business Papers Section

American Fruit Grower
Better Fruit Magazine
California Citograph
Citrus Industry
Citrus Leaves
Grape Belt & Chautauqua Farmer
Mission Times
Northwest Fruit Grower
Rural Sweet Chronicle
Sunkist Standard
Texas Citriculture

LIVE STOCK (General)

Arizona Cattleman and Farmer
Breeder's Gazette
Cattleman
Corn Belt Dailies:
Daily Drovers Journal
Daily Drovers Telegram
Daily Journal-Stockman
Daily Live Stock Reporter
Live Stock Markets
Live Stock Record
National Live Stock Producer
Producer, The (Denver)
Southeast Livestock
Stock Yards Journal
Western Breeder Journal
Western Cattle Markets and News

BREED PUBLICATIONS (Live Stock)

Aberdeen-Angus Journal
American Hampshire Herdsman
American Hereford Journal
American Sheep Breeder
Ayrshire Digest
Chester White Journal
Chester White World
Duroc Sentinel
Guernsey Breeders' Journal
Holstein Breeder and Dairyman
Holstein-Friesian World
Jersey Bulletin and Dairy World
National Duroc News and Duroc Journal-Bulletin
Poland China Advocate
Poland China Journal
Shorthorn World
Spotted Poland China News

Eastern Kansas Poultry News and Home Builder
Eggs—The National Poultryman
Everybodys Poultry Magazine
Hatchery News
Hatchery Tribune
Inland Poultry Journal
International Baby Chick News
Leghorn World
Modern Poultry Breeder
National Barred Rock (Poultry) Journal
National Poultry Journal
New England Poultryman
New Reliable Poultry Journal, The
Northwest Poultry Journal and the Pacific Homestead
Plymouth Rock Monthly
Poultry Craftsman and the Pacific Poultryman
Poultry Culture
Poultry Digest
Poultry Herald
Poultry Item
Poultry Keeper
Poultry News
Poultry Press
Poultry Success
Poultry Tribune
Rhode Island Red Journal
Southwestern Poultry Journal
Standard Poultry Journal
Turkey World
Westbrooke
Waverly Poultry Trio

PIGEONS & PET STOCK

American Pigeon Journal
American Pigeon Keeper
American Rabbit Journal
Small Stock Magazine

BEE

American Bee Journal
Beekeeper, The (Canada)
Gleanings in Bee Culture

FARM NEWSPAPERS

SPECIALIZED FARMING—See also "Grain" and "Milling, Flour, Feed and Cereal" in Business Papers Section

Burley Tobacco Bulletin & Poultry Feeder
Cotton News
Cotton Planter
Diamond Walnut News
Mountain States Beet Grower
Oklahoma Cotton Grower
Western Irrigation
Wheat Grower
Wheat Growers Journal

FARM PRODUCE—See also "Produce" in Business Papers Section

Market Growers Journal

[illegible] PUBLICATIONS ISSUED BY [illegible]

[illegible] FARMING—See also "Farm [illegible]" in Business Papers Section

Agricultural Engineering
American Threshermen and Farm Equipment
Better Farm Equipment and Methods
Electricity on the Farm
Farm Mechanics

CO-OPERATIVE

Farmers Union Herald

FARMER'S ASSOCIATIONS

Arizona Producer
Arkansas Union Farmer
California Counties Farm Bureau Monthly
Equity News
Equity Union Exchange
Erie County Farm & Home Bureau News
Farm Bureau News
Farmer-Leader
Grange News

EXHIBIT No. 12 Walter N. Carlson REPORTER

Better Crops with Plant Food
Bureau Farmer
California Cultivator
California Weed Grower
Canadian Dairyman (Canada)
Canadian Ayrshire Review (Canada)
Canadian Countryman (Canada)
Canadian Horticulturist (Canada)
Capper's Farmer
Co-operative Farmer
Country Gentleman
Country Guide (Canada)
Country Home, The
Country Life in B. C. (Canada)
Dakota Farmer
Family Herald and Weekly Star (Canada)
Farm and Garden Magazine
Farm and Live Stock Record
Farm and Market Journal
Farm and Ranch
Farm and Ranch Review (Canada)
Farm Journal
Farmer and Farm, Stock and Home
Farmer and Feeder
Farmer's Advocate and Home Magazine (Canada)
Farmer's Exchange
Farmer's Home Journal
Farmer's Sun (Canada)
Farmer's Telegram
Farmer's Weekly Review
Farmer's Wife
Fletcher's State Rights Farming
Florida Farm & Grove
Florida Farmer
Florida Grower
Free Press Prairie Farmer (Canada)
Friendly Farmer
Garden State Farmer
Gardener's Home Farmer
Idaho Farmer
Indiana Farmer's Guide, The
Iowa Farmer & Corn Belt Farmer
Island Farmer (Canada)
Journal of Agriculture and Horticulture (Canada)
Kansas State Farmer
Kansas Farmer (Mail & Breeze)
Manitoba Farmer and Co-operative Dairyman (Canada)
Maryland Farmer
Michigan Farmer
Michigan Patron
Missouri Farmer
Missouri Ruralist
Modern Agriculture
Montana Farmer

Nebraska Farmer
New Mexico Farmer
Northern Farm Life
Pacific Northwest Farm Life
Pacific Rural Press
Pennsylvania Farmer
Prairie Farmer
Progressive Farmer and Southern Ruralist
Rocky Mountain Husbandman
Rural New Yorker
Saskatchewan Farmer (Canada)
Scoop Shovel (Canada)
Sheep and Goat Raisers' Magazine
Southern Agriculturist
Southern Cultivator
Southern Planter
Southwest Plainsman
Southwestern Stockman-Farmer
Standard Farm Field—Raleigh Color Inserts
Standard Farm Paper Unit
Successful Farming
Texas & Gulf Coast Farmer
Texas Cultivator

LIVE STOCK (General)
Arizona Cattleman and Farmer
Breeder's Gazette
Cattleman
Corn Belt Dailies:
Daily Drovers Journal
Daily Drovers Telegram
Daily Journal-Stockman
Daily Live Stock Reporter
Live Stock Markets
Live Stock Record
National Live Stock Producer
Producer, The (Denver)
Southwest Livestock
Stock Yards Journal
Western Breeders Journal
Western Cattle Markets and News

BREED PUBLICATIONS (Live Stock)
Aberdeen-Angus Journal
American Hampshire Herdsman
American Hereford Journal
American Sheep Breeder
Ayrshire Digest
Chester White Journal
Chester White World
Duroc Sentinel
Guernsey Breeders' Journal
Holstein Breeder and Dairyman
Holstein-Friesian World
Jersey Bulletin and Dairy World
National Duroc News and Duroc Journal-Bulletin
Poland China Advocate
Poland China Journal
Shorthorn World and Farm Magazine
Spotted Poland China Digest
Standard Breed Publications
Swine World
Weekly Live Stock Reporter
Western Livestock Journal

POULTRY—See also "Poultry and Poultry Products" in Business Papers Section
American Poultry Journal
American Rabbit & Poultry Journal
Atlanta World
Baby Chick, The
Boston World
Big Four Poultry Combination
Big Six Combination
Canada Avicole, Le (Canada)
Canadian Poultry Review (Canada)
Canadian Poultry World (Canada)
Dixie Poultry Journal
New Reliable Poultry Journal, The
Northwest Poultry Journal and the Pacific Homestead
Plymouth Rock Monthly
Poultry Craftsman and the Pacific Poultryman
Poultry Culture
Poultry Digest
Poultry Herald
Poultry Item
Poultry Keeper
Poultry News
Poultry Press
Poultry Success
Poultry Tribune
Rhode Island Red Journal
Southwestern Poultry Journal
Standard Poultry Journal
Turkey World
Washeegg
Waverly Poultry Trio

PIGEONS & PET STOCK
American Pigeon Journal
American Pigeon Keeper
American Rabbit Journal
Small Stock Magazine

BEE
American Bee Journal
Beekeeper, The (Canada)
Gleanings in Bee Culture

FARM NEWSPAPERS
Arkansas Gazette
Capper's Weekly
Cleveland American-Review
Farmers' Weekly La Patrie (Canada)
Farmer's Weekly La Presse and Agricultural Magazine (Canada)
Kansas City Star Weekly
Semi-Weekly Farm News
Southern Farmer
Wichita Weekly Stockman

FARM PAPERS IN FOREIGN LANGUAGE (except Canadian) appear in Foreign Language Section
Bulletin de la Ferme, Le (French) (Canada)
Bulletin des Agriculteurs, Le (French) (Canada)
Voix du Sol, La (Canada)

FARM PRODUCE—See also "Produce" in Business Papers Section
Market Growers Journal

PUBLICATIONS ISSUED BY [illegible]

FARMING—See also "Farm Journals" in Business Papers Section
Agricultural Engineering
American Threshermen and Farm Equipment
Better Farm Equipment and Methods
Electricity on the Farm
Farm Mechanics

CO-OPERATIVE
Farmers Union Herald

FARMERS' ASSOCIATIONS
Arizona Producer
Arkansas Union Farmer
California Counties Farm Bureau Monthlies
Equity News
Equity Union Exchange
Erie County Farm & Home Bureau News
Farm Bureau News
Farmer-Leader
Grange News
Hoosier Farmer
Kansas Grange Monthly
Kansas Union Farmer
McHenry County Farm Bureau Bulletin
Michigan Farm News
Mid-South Cotton Association News
Minnesota Farmer
Missouri Farm Bureau News
National Grange Monthly
New State, The
Ohio State Grange Monthly
Oklahoma Union Farmer
Oregon Grange Bulletin
Pennsylvania Grange News
Spokane County News
Stevens County Farm News
Tennessee Farm Bureau News
Texas Co-operative News
West Virginia Farm News

AGRICULTURAL PAPERS CLASSIFIED ACCORDING TO STATES

ALABAMA
Cotton Planter
Progressive Farmer and Southern Ruralist
Southern Farmer

ARIZONA
Arizona Cattleman and Farmer
Arizona Producer

ARKANSAS
Arkansas Farmer
Arkansas Gazette
Arkansas Union Farmer

CALIFORNIA
Agricultural News
Cal-formo Citrograph
Calif. Counties Farm Bureau Mo.
California Cultivator
California Dairyman
California Weed Grower
Citrus Leaves
Diamond Walnut News
Eggs—The National Poultryman
Farm and Garden Magazine
Pacific Rural Press
Poultry Craftsman and the Pacific Poultryman
Poultry Digest
Sunset Magazine
Western Canada Market & Stock Journal
Western Irrigation
Western Livestock Journal

COLORADO
Mountain States Beet Grower
Producer
Western Farm Life

DISTRICT OF COLUMBIA
National Farm News
National Poultry Journal

FLORIDA
Citrus Industry
Farm and Live Stock Record
Florida Farm & Grove
Florida Farmer
Florida Grower
Semi-Tropic Cultivator

GEORGIA
Southwest Livestock
Southern Cultivator

IDAHO
Idaho Farmer

ILLINOIS
Agricultural Leaders' Digest
[illegible] Farm Journal
[illegible] Herald
[illegible] Stock Grower
[illegible] Stockman-Farmer
[illegible] Weekly Tribune
[illegible] Weekly Journal
[illegible] Sheep Breeder
American Threshermen and Farm Equipment
Baby Chick, The
Big Four Poultry Combination
Big Six Combination
Breeder's Gazette
Daily Drovers Journal
Daily Livestock Reporter
Dairy Farm Leader
Dairyman's Journal
Dairy Tribune
Equity-Union Exchange
Farm Mechanics
Farmer's Weekly Review
Friendly Farmer
Hatchery Tribune
Leghorn World
Live Stock Markets
McHenry County Farm Bureau Bulletin
National Duroc News and Duroc Journal-Bulletin
National Live Stock Producer
Plymouth Rock Monthly
Poultry Keeper
Poultry Tribune
Prairie Farmer
Rhode Island Red Journal
Shorthorn World and Farm Magazine
Turkey World
Waverly Poultry Trio

INDIANA
Bureau Farmer
Chester White Journal
Farmer's Exchange
Goat World
Hoosier Farmer
Indiana Farmer's Guide, The
Inland Poultry Journal
Jersey Bulletin and Dairy World
Poland China Advocate
Woman's Farm Life

IOWA
Aberdeen-Angus Journal
Chester White World
Duroc Sentinel
Harrison's Home Farmer
Iowa Farmer & Corn Belt Farmer
Live Stock Record
Modern Agriculture
Small Stock Magazine
Successful Farming
Wallaces' Farmer and Iowa Homestead

KANSAS
Capper's Farmer
Capper's Weekly
Eastern Kansas Poultry News and Home Builder
Kansas Farmer (Mail & Breeze)
Kansas Grange Monthly
Kansas Farm Farmer
Wichita Weekly Stockman

KENTUCKY
Farmers Home Journal
Market Growers' Journal

MARYLAND
Maryland Farmer

MASSACHUSETTS
National Grange Monthly
New England Dairyman
New England Homestead
New England Poultryman

MICHIGAN
Agricultural Engineering
Michigan Farm News
Michigan Farmer
Michigan Milk Messenger
Michigan Patron
Modern Poultry Breeder
National Horned Rock (Poultry) Journal
National Glesner Forum

MINNESOTA
American Rabbit & Poultry Journal
Cleveland American-Review
Farmer and Farm, Stock and Home
Farmers Union Herald
Farmer's Wife
Minnesota Leader
Poultry Herald
Stock and Dairy Farmer

MISSOURI
Agricultural Review
American Hereford Journal
American Pigeon Journal
American Rabbit Journal
Better Farm Equipment and Methods
Co-operative Farmer
Daily Drover's Telegram
International Baby Chick News
Kansas City Star-Weekly
Missouri Farm Bureau News
Missouri Farmer
Missouri Ruralist
Poland China Journal
Spotted Poland China Digest
Standard Poultry Journal
Stock Yards Journal
Swine World
Wheat Growers' Journal

MONTANA
Judith Basin Farmer
Montana Farmer
Rocky Mountain Husbandman

NEBRASKA
Daily Journal-Stockman
Nebraska Farmer
New State, The

NEW HAMPSHIRE
Guernsey Breeders' Journal

NEW JERSEY
Garden State Farmer

NEW MEXICO
Southwestern Stockman-Farmer

NEW YORK
American Agriculturist
Arcona World
Boston World
Better Crops with Plant Food
Country Home, The
Dairymen's League News
Electricity on the Farm
Erie County Farm and Home Bureau News
Grape Belt & Chautauqua Farmer
Hatchery News
Holstein-Friesian World
Rural New Yorker

NORTH CAROLINA
Tobacco News

NORTH DAKOTA
Wheat Grower

OHIO
Dairyman's Monthly Review
Farm and Dairy
Gleanings in Bee Culture
New Reliable Poultry Journal, The
Ohio Farm Bureau News
Ohio Farmer
Ohio State Grange Monthly
Poultry Success

OKLAHOMA
Oklahoma Cotton Grower
Oklahoma Farmer-Stockman
Oklahoma Union Farmer
Poultry Culture

OREGON
Angora Journal
Better Fruit Magazine
Northwest Poultry Journal and the Pacific Homestead
Oregon Farmer
Oregon Grange Bulletin
Western Breeder's Journal

PENNSYLVANIA
Country Gentleman
Dairymen's Price Reporter
Everybody's Poultry Magazine
Farm Journal
Holstein Breeder and Dairyman
Interstate Milk Producers Review
Pennsylvania Farmer
Pennsylvania Grange News
Poultry Item
Poultry Press

SOUTH CAROLINA
Cotton News

SOUTH DAKOTA
Dakota Farmer

TENNESSEE
Burley Tobacco Bulletin and Poultry Farmer
Dixie Poultry Journal
Mid-South Cotton Ass'n News
Southern Agriculturist
Tennessee Farm Bureau News

TEXAS
Cattleman
Farm and Ranch
Fletcher's State Rights Farming
Mission Times
Poultry News
Semi-Weekly Farm News
Sheep & Goat Raisers' Magazine
Southwestern Poultry Journal
Southwest Plainsman
Texas Cultivator
Texas Co-operative News
Texas Southwest Farmer
Valley Farmer and South Texas Grower
Weekly Live Stock Reporter

UTAH
National Wool Grower
Utah Farmer

VERMONT
Ayrshire Digest
Vermont Dairy News

VIRGINIA
Farmer-Leader
Southern Planter

WASHINGTON
Farm and Market Journal
Farm Bureau News
Grange News
Northwest Dairyman and Farmer
Northwest Fruit Grower
Spokane County News
Stevens County Farm News
Washeegg
Washington Farmer

WEST VIRGINIA
West Virginia Farm News

WISCONSIN
Equity News
Farmer and Feeder
Farmers Telegram
Federation Guide and Market News
Hoard's Dairyman
Martin Rolf's Farm News
Wisconsin Agriculturist & Farmer
Wisconsin Homestead

WYOMING
Northwestern Farmer and Breeder
Wyoming Stockman-Farmer

CANADA

ALBERTA
Alberta Farmer and Calgary Weekly Herald
Alberta Farm Journal
Farm and Ranch Review
U. F. A. (The)
Western Farmer

BRITISH COLUMBIA
Country Life in B. C.

MANITOBA
Country Guide
Free Press Prairie Farmer
North-West Farmer, The
Scoop Shovel

NEW BRUNSWICK
Maritime Farmer & Co-operative Dairyman

ONTARIO
Beekeeper, The
Canadian Dairyman
Canadian Ayrshire Review
Canadian Countryman
Canadian Horticulturist
Canadian Poultry Journal
Canadian Poultry Review
Farm and Dairy
Farmer's Advocate and Home Magazine
Farmers' Sun
Ontario Farmer
Ottawa Farm Journal
Voix du Sol, La

PRINCE EDWARD ISLAND
Island Farmer, The

QUEBEC
Bulletin de la Ferme, Le (French)
Bulletin des Agriculteurs, Le (French)
Canada Avicole, La
Family Herald & Weekly Star
Farmer's Weekly La Patrie
Farmer's Weekly La Presse and Agricultural Magazine (Canada)
Journal of Agriculture and Horticulture
Terre de Chez Nous, La
Witness and Canadian Homestead

SASKATCHEWAN
Saskatchewan Farmer
Western Producer

EXHIBIT NO. 29
113

STANDARD RATE & DATA SERVICE—Agricultural Section

Period Ending	Net Paid Average	Statement Taken from Issue of	Total Net Paid of Statement: Mail	Total Net Paid of Statement: Outside County Sales	New England States: Me.	N.H.	Vt.	Mass.	R.I.	Conn.
6-30-31	1[illegible]	Jun 27	1[illegible]		315	3[illegible]	6804	2001	94	7006
6-30-31	[illegible]	Jun	[illegible]		[illegible]	3000	3071	11620	1302	2042
6-30-31	[illegible]	Jun	[illegible]	5000	3804	3000	1164	5377	780	2200
6-30-31	[illegible]	Jun 15	[illegible]							
6-30-31	120731	Jun	123025		316	251	191	469	99	306
6-30-31	12007	Jun 27	13963[illegible]							
6-30-31	9[illegible]	Apr	1[illegible]	621	556	376	536	605	84	284
6-30-31	2[illegible]	Jun 20	3[illegible]							
6-30-31	1736425	Mar	1[illegible]	2[illegible]	22[illegible]	11332	10835	65542	4729	16776
6-30-31	1577[illegible]	Feb	1[illegible]	1[illegible]	17257	11856	13276	51736	1681	14279
6-30-31	945[illegible]	Jun	1[illegible]		3[illegible]	164	1141	1046	322	536
6-30-31	89[illegible]	May 15	91762							
6-30-31	88949	May	91962	2[illegible]	1123	350	291	1651	266	889
6-30-31	1[illegible]	May 16	1[illegible]	100						1
[illegible]	[illegible]	Jun 27	2[illegible]							
6-30-31	[illegible]	Jun	1[illegible]		6814	2715	9493	3017	584	4989
6-30-31	1[illegible]	Mar	1[illegible]	7[illegible]	10153	9179	12280	2[illegible]	2853	13638
6-30-31	167[illegible]	Jun 25	1[illegible]	3[illegible]	744	580	1012	1274	234	799
6-30-31	2[illegible]	Jun 6	2[illegible]		9	6	11	1		1
6-30-31	1[illegible]	Jun 27	1[illegible]							
6-30-31	[illegible]	Jun 24	[illegible]		3	5	1	2	1	4
[illegible]	[illegible]	Jun 27	1[illegible]	771						
6-30-31	48[illegible]	Jun	49447		137	125	115	287	121	299
[illegible]	[illegible]	Jun 27	1[illegible]							
[illegible]	[illegible]	Jun 27	1[illegible]							
[illegible]	[illegible]	Jun 15	2[illegible]							
[illegible]	[illegible]	Jun	[illegible]		2			1	1	2
[illegible]	[illegible]	Jun 27	1[illegible]							
[illegible]	[illegible]	Jun 15	[illegible]	781	30925	14364	16[illegible]	36740	2363	14796
[illegible]	[illegible]	Jun 27	1[illegible]							
[illegible]	[illegible]	Jun 15	3[illegible]						1	1
[illegible]	[illegible]	Jun 4	3[illegible]		3	1	19	2		8
6-30-31	1[illegible]	Jun 6	1[illegible]		13	6	20	4	1	6
[illegible]	[illegible]	Jun 27	5[illegible]	44						
[illegible]	[illegible]	Jun 27	1[illegible]							
[illegible]	[illegible]		[illegible]		317	130	76	520	125	345
[illegible]	[illegible]		[illegible]	1612	167	378	1087	666	1001	2001
[illegible]	[illegible]		[illegible]	2270	2030	2178	3072	6440	1650	2010
[illegible]	[illegible]	Jun 27	2[illegible]							
6-30-31	1607817	May 15	1[illegible]							
[illegible]	[illegible]	Jun	[illegible]		411	264	158	1278	226	270
[illegible]	[illegible]	Jun 27	2[illegible]		2040	2650	2501	12000	2075	10750
[illegible]	[illegible]	Jun 30	1[illegible]							
[illegible]	[illegible]	Jun	[illegible]							
[illegible]	[illegible]	Jun 15	2[illegible]							
[illegible]	[illegible]		[illegible]		1133	1001	2000	7704	4875	310
[illegible]	[illegible]		[illegible]		33	1001	2020	7704	4875	310
[illegible]	[illegible]	Jun	[illegible]			403	21	20	125	10
[illegible]	[illegible]	Jun	[illegible]	2564	6736	2546	2[illegible]	7107	976	2651
[illegible]	[illegible]		27727							
[illegible]	[illegible]	Mar 29	2[illegible]							
[illegible]	[illegible]	Jun 6	5[illegible]		1	2		2	1	2
[illegible]	[illegible]	Jun	[illegible]		705	500	349	2101	402	905
[illegible]	[illegible]	Jun 27	1[illegible]							
[illegible]	[illegible]	Jun	[illegible]		79	53	48	157	49	91

Circulation statements dated June 30, 1930, and Dec. 31, 1930, following A.B.C. statements for June 30, 1931, have not been released by the A.B.C. at the time this issue went to press.

Name of Publication Listing Only Papers Which Are Members of A. B. C.	Middle Atlantic States: N.Y.	N.J.	Pa.	South Atlantic States: Dela.	Md.	D.C.	Va.	W. Va.	N.C.	S.C.	Ga.	Fla.	East North Central: Ohio	Ind.	Ill.	Mich.
A																
American Agriculturist	117421	11000	12704	1500	3027								16147	9000	16000	17200
American Fruit Grower	10000	5481	37300	600	6055	200	2774	2264	2000	1520	970	4500	25017	10000	22171	15000
American Poultry Journal	15700	5000	22700	540	3200	100	6376	6526	6610	4162	9151	4044	3	10	25	12
Arkansas Farmer	6	3	5			2	1	5			6	31				
B																
Breeder's Gazette	2252	661	6525	97	1102	53	1251	1000	517	115	202	2000	10000	7000	10622	2517
C																
California Cultivator																
Capper's Farmer	6441	556	4200	202	1911	156	2620	1500	2004	204	813	1200	16700	20202	51742	12251
Capper's Weekly															2716	
Country Gentleman	110251	20010	111002	2240	15201	2276	24700	16402	20047	9025	14420	14402	00212	41513	100000	40410
Country Home, The	112854	20064	119466	2205	20402	901	16001	16201	10004	4579	10021	7072	100700	61114	101121	72751
D																
Dairy Tribune	4177	741	7005	164	1207	27	2005	900	1200	251	1007	700	6170	5407	6700	2024
Dakota Farmer, The																
E																
Everybody's Poultry Magazine	9424	1007	14102	241	1507	60	1474	1510	2627	1027	2305	1710	7007	5071	5530	4374
F																
Farm and Ranch	15	2	8		2	7	9	4	20	12	47	22	20	20	40	10
Farmer & Farm, Stock & Home																
Farmer's Wife	52000	17517	60023	2202	10277	500	14200	12771	10004	2212	1612	1000	75021	05734	70000	15020
Farm Journal	97340	24001	101150	4250	10070	002	21572	12052	0004	5000	12150	0272	110027	75040	00001	70002
H																
Hoard's Dairyman	11205	1000	7002	207	1000	00	1020	007	1020	277	010	2140	7005	0012	0107	10172
I																
Idaho Farmer	10	3	10	1	4	4	11		13	1	3	0	24	10	02	25
Indiana Farmer's Guide													20021	112107	22700	7204
K																
Kansas City Star (Weekly)	24	13	450	0	11	7	20	19	21	3	10	42	66	02	000	07
Kansas Farmer (Mail & Breeze)																
L																
Leghorn World	2071	1000	2000	42	250	37	504	005	432	211	014	0012	3250	2250	3025	1172
M																
Michigan Farmer													1010	1100	010	100122
Missouri Ruralist															0020	
Montana Farmer																
N																
National Duroc News & Duroc Journal-Bulletin	10	3	10			7		2	1	0	1	5		20	31	307
Nebraska Farmer																11
New England Homestead	2150															
New Reliable Poultry Journal (A. B. C. Applicant)																
O																
Ohio Farmer, The	0003		0020					1010					100107	2000		070
Oklahoma Farmer-Stockman	20	0	10	1	7	0	0	10	12	7	20	150	00	00	117	20
Oregon Farmer	53	0	50	2		11	3	4			3	11	21	12	20	13
P																
Pacific Northwest Farm Trio	70	20	271	2	3	7	22	0	10	1	0	0	07	21	100	02
Pacific Rural Press																
Pennsylvania Farmer	20[illegible]	0[illegible]	1[illegible]	20[illegible]	0[illegible]		0[illegible]	12[illegible]								
Plymouth Rock Monthly	1010	200	1200	41	254	15	2511	710	200	153	202	2727	20020	2005	1542	570
Poultry Success	1730	370	20740	200	1251	000	2000	040	004	1022	2700	2510	0050	1010	12020	1004
Poultry Tribune	13401	4200	20012	431	2070	127	2020	4107	0052	1202	2210	01200	24474	21072	25100	15222
Prairie Farmer													2111	100170	100105	20000
Progressive Farmer and Southern Ruralist							00004	20007	141005	57207	101420	200171				
R																
Rhode Island Red Journal	1022	212	10111	127	104	14	270	250	057	200	204	0521	1000	1010	1200	450
Rural New Yorker	117153	22077	22500	2000	0702		2251	020					7200			2122
S																
Semi-Weekly Farm News																
Southern Agriculturist																
Southern Planter																
Standard Farm Fields—Robson Color Reports	130007	27032	120007	4222	10020	00	51000	40000	140000	07700	2000400	400021	1000007	1000022	2107000	1000053
Standard Farm Paper Unit	120710	12407	10721	1704	0474	00	00210	340004	1420021	0770[illegible]	0000[illegible]	00221	0000	1000000	2007[illegible]	24477
Standard Poultry Journal	002	01	010	1	51	7	051	120	12007	100	020	1200	700	771	2727	000
Successful Farming	20477	4001	40000	722	0050	227	0774	0204	20000	1517	0507	10227	1100250	70022	040222	71004
U																
Utah Farmer																
W																
Wallaces' Farmer & Iowa Homestead																
Washington Farmer	13	0	10			2	0	1	0		1	4	10	0	0010	00
Weekly Poultry Trib.	0114	1500	02200	00	700	00	1120	001	1100	070	1000	0012	7020	2107	00020	0120
Western Farm Life																
Wisconsin Agriculturist & Farmer																
†Wyandotte Herald	271	120	550	12	00	0	04	00	110	02	72	100	770	000	0000	2000

(†) This publication has been combined with Poultry Culture.

EXHIBIT NO. 30.

November [illegible] STANDARD RATE & DATA SERVICE—Agricultural Section [illegible]

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	Name of Publication	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
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[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
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[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
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												Dakota Farmer, The																
												E																
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	1200	[illegible]	[illegible]	[illegible]	[illegible]	1190	[illegible]	Everybody's Poultry Magazine	1029	1211	701	1130	373	220	144	[illegible]	144	104	117	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
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[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	Farm and Ranch	11045	[illegible]	[illegible]	[illegible]	[illegible]	7	4	72	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
												Farmer & Farm, Stock & Home																
												Farmer's Wife	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	1517	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
												Farm Journal	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
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[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	Idaho Farmer	6		18	177	1133	[illegible]	165	54	4	22	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
												Indiana Farmer's Guide																
												K																
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	75	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	Kansas City Star (Weekly)	57744	109	[illegible]	[illegible]	101	67	140	[illegible]	[illegible]	700	15	12	[illegible]	[illegible]	[illegible]	[illegible]
						101	440			345	[illegible]	Kansas Farmer (Mail & Breeze)			410	127			104	[illegible]	125						[illegible]	[illegible]
												L																
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	987	1156	[illegible]	15	271	1029	1407	Leghorn World	382	281	825	1971	331	214	124	1007	176	172	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
												M																
[illegible]												Michigan Farmer																
						1485	[illegible]			165	[illegible]	Missouri Ruralist	[illegible]		452	[illegible]				[illegible]							[illegible]	[illegible]
								39	65			Montana Farmer					[illegible]	[illegible]	1248									
												N																
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	13	157	[illegible]	[illegible]	Nashville Dairy News & Dairy Journal-Bulletin	30	10	107	[illegible]	43	82	12	[illegible]	5	7	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
						[illegible]	[illegible]		[illegible]	[illegible]	[illegible]	Nebraska Farmer							2745	[illegible]								
												New England Homestead																
												New Zealand Poultry Journal (A. R. C. Applicant)																
												O																
	[illegible]											Ohio Farmer, The																
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	Oklahoma Farmer-Stockman	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	Oregon Farmer	1	1	17	[illegible]	[illegible]	[illegible]	6	[illegible]	7	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
												P																
[illegible]	15	[illegible]	1	4	[illegible]	[illegible]	[illegible]	[illegible]	67	[illegible]	[illegible]	Pacific Northwest Farm Trib.	22	2	87	45	[illegible]	[illegible]	190	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
												Pacific Rural Press																
												Pennsylvania Farmer																
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	Plymouth Rock Monthly	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
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[illegible]												Prairie Farmer																
	[illegible]	[illegible]	[illegible]	[illegible]								Progressive Farmer and Southern Ruralist	[illegible]	[illegible]	[illegible]	[illegible]												[illegible]
												R																
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	Rhode Island Red Journal	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	152	97	647	[illegible]	127	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
												Rural New Yorker																
												S																
												Semi-Weekly Farm News	1073	415	[illegible]	[illegible]					[illegible]							[illegible]
	[illegible]	[illegible]	[illegible]	[illegible]			[illegible]					Southern Agriculturist	[illegible]	[illegible]	[illegible]	[illegible]												[illegible]
	[illegible]	[illegible]										Southern Planter																
												Standard Farm Field—Golden Cabin Imports	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	Standard Farm Paper Unit	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
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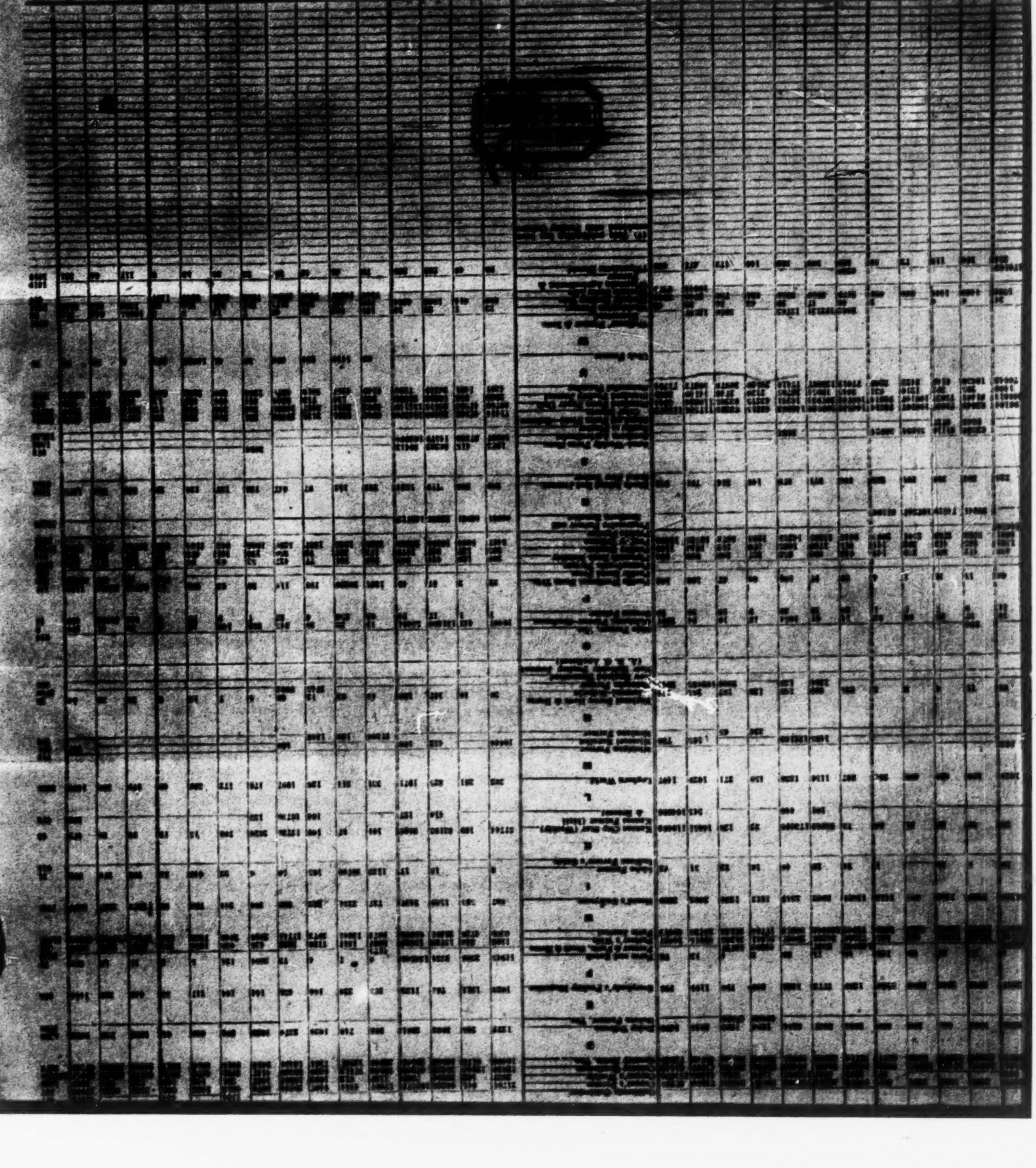
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	Successful Farming	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
												U																
												Utah Farmer					[illegible]	1410	[illegible]	[illegible]	[illegible]	41	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
												W																
												Wallaces' Farmer & Iowa Homestead																
					[illegible]	[illegible]	[illegible]		[illegible]	[illegible]		Washington Farmer	13	1	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	Wisconsin Farmer	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
										[illegible]	[illegible]	Wisconsin Agriculturist & Farmer																
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	Wyoming Herald	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	117	[illegible]	[illegible]	[illegible]

(†) This publication has been combined with Poultry Culture



Period Ending	Net Paid Average	Distrib. Taken from Issue of	Total Net Paid of Distribution: Mail	Total Net Paid of Distribution: Single Copy Sales	Name of Publication Listing Only Papers Which Are Members of A. B. C.	Territorial Distribution (Sworn-to Agate Lines for circulation by States): New England	Middle Atlantic	South Atlantic	East North Central	East South Central	West North Central	West South Central	Mountain States	Pacific States	Misc. and Foreign	Mail Distribution by Cities According to Population: Issue of	500,000 and over	100,000 to 500,000	25,000 to 100,000	10,000 to 25,000	2,500 to 10,000	1000 to 2500	Under 1000	Misc. and Farm	Subscription Price: Per Copy	Per Year
					A																					
6-30-31	163,279	Jun 27	147,209	———	Amer. Agriculturist	21,069	141,127	4,616	———	———	11,304	29,673	10,910	6,156	21,940	2,827	Jun 27	.53%	1.16%	2.05%	8.72%	15.00%	19.21%	52.90%	1.50%	.05	1.00
6-30-31	264,250	Jun	238,201	———	Amer. Fruit Grower	32,012	32,547	21,227	30,327	———	———	———	———	———	———	———	———	———	———	———	———	———	———	———	———	.10	.50
6-30-31	274,310	Jun	274,310	2,000	Amer. Poultry Jrl.	15,123	43,605	42,139	97,284	36,189	33,227	27,481	13,944	16,424	6,339	Jun	2.44%	6.25%	9.74%	6.66%	16.36%	16.36%	40.65%	1.70%	.10	.35
6-30-31	83,288	Jun 15	75,000	———	Arkansas Farmer	———	13	16	56	516	1,200	72,679	22	36	———	———	———	———	———	———	———	———	———	———	———	.05	.50
					B																					
6-30-31	130,731	Jun	122,023	34	Breeder's Gazette	2,867	7,240	4,883	65,247	4,314	31,066	6,021	6,892	4,215	1,101	Jun	1.08%	2.52%	3.06%	6.17%	14.85%	18.21%	53.79%	.90%	.10	.35
					C																					
6-30-31	32,967	Jun 27	32,052	———	California Cultivator	———	———	———	———	———	———	———	2,925	29,978	677	Jun 27	2.80%	1.66%	9.52%	8.55%	20.28%	16.50%	21.64%	.39%	.05	1.00
6-30-31	284,783	Apr	1,004,922	622	Capper's Farmer	2,102	11,277	12,155	171,670	7,026	197,695	107,641	73,057	29,450	227	Apr	.31%	1.46%	2.32%	4.24%	13.07%	20.20%	56.11%	.07%	———	.50
6-30-31	370,476	Jun 30	361,000	———	Capper's Weekly	———	———	———	4,646	67	287,942	40,208	23,882	3,204	1,440	Jun 30	.33%	1.15%	1.69%	4.77%	13.63%	19.10%	50.48%	.05%	.05	———
6-30-31	1,730,423	Mar	1,600,710	252,304	Country Gentleman	100,197	265,602	121,760	279,718	36,047	354,065	122,952	82,944	125,842	168,893	Mar	3.70%	6.16%	7.28%	7.28%	16.13%	15.67%	20.21%	2.53%	.05	.35
6-30-31	1,377,666	Feb	1,340,414	13,040	Country Home, The	80,480	253,206	87,307	466,022	33,000	104,541	90,746	62,340	111,060	8,873	Feb	1.04%	2.13%	4.16%	5.92%	16.22%	18.42%	48.76%	.84%	.05	.35
					D																					
6-30-31	94,502	Jun	100,214	———	Dairy Tribune	5,930	12,723	8,040	22,740	3,422	26,762	6,681	6,852	3,665	1,929	Jun	1.77%	2.32%	2.96%	5.10%	16.74%	18.88%	50.18%	1.91%	.15	.50
6-30-31	90,444	May 15	91,783	———	Dakota Farmer, The	———	———	———	———	———	88,983	———	———	———	2,700	May 15	———	———	.70%	2.51%	3.50%	16.75%	76.24%	0.11%	.05	1.00
					E																					
6-30-31	88,949	May	91,962	2,454	Everybody's Poultry Magazine	4,540	22,633	12,722	21,683	11,859	8,846	4,067	1,305	2,464	963	May	2.06%	4.66%	5.56%	6.96%	16.70%	15.96%	44.66%	2.06%	—	.35
					F																					
6-30-31	160,868	May 16	167,165	100	Farm and Ranch	1	25	160	165	814	220	163,211	2,888	220	797	May 16	.63%	1.61%	1.63%	3.23%	16.48%	25.53%	51.57%	.13%	.05	———
6-30-31	272,027	Jun 27	270,225	———	Farmer & Farm, Stock & Home	———	———	———	18,273	———	244,685	———	6,173	———	2,990	Jun 27	.09%	1.04%	.61%	2.98%	8.27%	17.74%	68.05%	.84%	—	1.00
6-30-31	1,964,966	Jun	1,967,375	———	Farmer's Wife	25,532	108,340	64,921	329,374	25,59	322,949	32,277	16,627	10,632	8,367	Jun	1.03%	2.19%	4.27%	3.48%	14.36%	17.27%	50.16%	.84%	.10	.35
6-30-31	1,560,960	Mar	1,525,161	7,556	Farm Journal	86,971	226,169	86,821	433,247	47,43	194,126	102,289	57,276	81,147	11,121	Mar	1.06%	2.09%	4.13%	5.74%	16.25%	18.42%	51.80%	.73%	.10	.35
					H																					
6-30-31	107,333	Jun 25	103,603	36	Hoard's Dairyman	4,635	19,816	6,379	93,604	4,736	31,620	5,297	6,583	7,089	1,661	Jun 2	.80%	1.60%	2.90%	5.60%	17.20%	18.80%	51.30%	.90%	.05	.35
					I																					
6-30-31	24,078	Jun 4	22,542	———	Idaho Farmer	1	29	40	122	2	230	43	21,544	1,462	11	Jun 4	———	.27%	.32%	3.72%	25.66%	16.38%	19.05%	4.66%	.05	.50
6-30-31	160,723	Jun 27	163,040	———	Ind. Farmer's Guide	———	———	———	162,433	———	———	———	———	———	615	Jun 27	.07%	2.09%	6.58%	7.51%	20.21%	19.58%	43.57%	.38%	.05	.50
					K																					
6-30-31	403,197	Jun 24	403,291	———	Kansas City Star (Weekly)	16	82	147	678	247	325,893	149,072	16,459	654	43	Jun 24	.08%	.42%	1.03%	3.52%	13.31%	19.38%	62.25%	.01%	.05	.50
6-30-31	118,835	Jun 27	123,961	77	Kansas Farmer (Mail & Breeze)	———	———	———	———	———	105,694	587	16,975	163	672	Jun 27	.06%	1.17%	1.36%	5.56%	12.89%	17.55%	61.33%	.07%	.05	1.00
					L																					
6-30-31	42,682	Jun	40,647	———	Leghorn World	1,171	6,939	3,454	9,731	1,671	6,347	3,470	2,694	2,856	2,925	Jun	2.93%	7.36%	7.28%	8.07%	17.90%	15.64%	33.36%	7.45%	—	.50
					M																					
6-30-31	151,200	Jun 27	150,883	———	Michigan Farmer	———	———	———	———	150,131	———	———	———	———	752	Jun 27	.85%	1.11%	5.24%	4.44%	13.60%	20.98%	32.84%	.84%	———	.50
6-30-31	131,377	Jun 15	135,746	———	Missouri Ruralist	———	———	———	9,024	———	124,722	11,198	186	107	641	Jun 15	.69%	.41%	1.79%	2.89%	13.01%	18.91%	61.87%	———	.05	.50
6-30-31	80,207	Jun 15	80,903	———	Montana Farmer	———	———	———	———	———	305	———	29,734	———	874	Jun 15	.11%	.39%	1.84%	4.14%	8.84%	13.32%	70.76%	.57%	.05	.50
					N																					
6-30-31	2,000	Jun	2,000	———	Nat'l Nurse News & Nurse Jrl. Bulletin	6	31	23	850	23	1,663	340	186	114	23	Jun	.70%	2.66%	4.66%	7.66%	20.66%	21.66%	45.66%	.50%	.05	.50
6-30-31	194,447	Jun 27	196,154	———	Nebraska Farmer	———	———	———	———	———	188,817	———	12,637	———	2,700	Jun 27	———	.66%	.95%	2.75%	8.01%	20.35%	64.27%	2.10%	———	1.00
6-30-31	90,000	Apr 25	90,379	71	New Eng. Homestead	90,552	2,650	———	———	———	———	———	———	———	646	Apr 25	1.78%	2.48%	5.00%	8.00%	24.14%	24.62%	32.46%	.82%	.05	1.00
———	———	———	———	———	New Reliable Poultry Jrl. (A. B. C. Applicant)	———	———	———	———	———	———	———	———	———	———	———	———	———	———	———	———	———	———	———	———	———
					O																					
6-30-31	102,000	Jun 27	102,200	———	Ohio Farmer, The	———	11,321	1,418	148,113	58	———	———	———	———	824	May 2	.41%	2.56%	3.71%	7.46%	18.96%	17.82%	48.46%	———	.05	.50
6-30-31	981,667	Jun 15	995,972	———	Oklahoma Farmer-Stockman	2	53	100	270	29	6,903	197,588	1,510	363	9	Jun 15	.01%	2.55%	2.20%	6.65%	19.13%	21.26%	48.20%	———	.05	.50
6-30-31	80,766	Jun 6	82,200	———	Oregon Farmer	30	62	13	87	15	163	29	382	32,613	24	Jun 6	———	3.76%	3.76%	6.12%	18.40%	12.42%	53.71%	2.61%	.05	.50
					P																					
6-30-31	121,921	Jun 6	120,041	———	Pacific Northwest Farm Trio	55	123	80	337	71	614	124	32,620	85,874	131											
6-30-31	53,661	Jun 27	53,581	46	Pacific Rural Press	———	———	———	———	———	———	———	773	52,196	628	Jun 27	1.92%	1.26%	9.72%	8.65%	20.11%	17.21%	35.07%	.56%	.05	1.00
6-30-31	150,440	Jun 27	149,473	———	Pennsylvania Farmer	———	125,632	22,680	———	———	———	———	———	———	961	Jun 27	.70%	.60%	2.80%	7.30%	19.70%	15.80%	32.90%	———	.05	.50
6-30-31	27,000	Jun	26,111	———	Plymouth Rock Monthly	———	———	———	———	———	———	———	———	———	———	———	———	———	———	———	———	———	———	———	———	———
6-30-31	1,300	Jun	2,786	2,936	Poultry Item	1,300	2,786	2,936	7,538	1,236	4,611	1,632	1,071	1,251	3,000	Jun	2.92%	6.21%	6.46%	6.51%	18.66%	16.46%	29.54%	11.52%	.10	.50
12-31-30	42,500	Dec	22,027	1,615	Poultry Success	1,684	4,906	2,533	11,375	1,791	6,659	2,166	1,791	1,260	540										.10	.25
6-30-31	276,407	Jun	279,013	1,276	Poultry Tribune	19,324	46,765	23,215	95,941	13,847	23,919	50,155	17,225	23,510	17,452	Jun	2.66%	5.02%	6.66%	6.77%	16.75%	16.39%	41.77%	4.58%	.15	.50
6-30-31	314,672	Jun 27	317,471	———	Prairie Farmer	———	———	———	313,930	———	———	———	———	———	3,541	Jun 27	.39%	1.39%	4.33%	6.39%	17.77%	20.51%	48.48%	.01%	———	1.00
					Progressive Farmer & Southern Ruralist	———	———	119,500	———	353,26	———	279,644	———	———	11,165	May 1	.65%	1.71%	3.39%	4.70%	14.61%	17.52%	55.99%	.02%	.05	.35
					R																					
6-30-31	28,650	Jun	29,020	———	Rhode Island Red Journal	2,721	2,357	2,288	5,046	1,234	4,521	2,705	1,536	2,180	1,349	Jun	2.62%	7.62%	8.00%	9.18%	20.26%	15.81%	21.53%	3.17%	—	.25
6-30-31	229,685	Jun 27	230,579	———	Rural New Yorker	40,816	102,900	10,578	9,713	———	———	———	———	———	6,483	Jun 27	2.93%	3.78%	6.66%	8.00%	16.61%	16.21%	38.71%	2.82%	—	.50
					S																					
6-30-31	125,190	Jun 30	129,872	———	Semi-Weekly Farm News	———	———	———	———	———	———	116,065	2,806	———	972	May 15	.04%	.22%	.37%	2.63%	18.84%	22.02%	54.86%	.80%	.05	1.00
6-30-31	687,256	Jun	687,160	———	Southern Agriculturist	———	———	214,042	2,845	260,448	2,022	205,216	———	———	1,542	Jun	.04%	1.61%	2.73%	4.48%	17.87%	17.83%	53.42%	.01%	.05	.50
6-30-31	224,304	Jun 15	230,874	———	Southern Planter	———	———	200,437	———	18,292	———	———	———	———	13,145	Jun 15	.88%	1.79%	2.86%	4.73%	12.63%	14.82%	61.28%	.01%	.05	.50
6-30-31	2,139,577	———	2,114,521	115	Standard Farm Field — Holstein Color Inserts	25,782	290,100	454,082	760,801	210,063	250,301	294,076	60,552	7,350	22,051	———	———	———	———	———	———	———	———	———	———	———
6-30-31	2,578,950	———	2,566,565	20	Standard Farm Paper Unit	25,782	290,100	454,082	760,801	210,063	250,301	294,076	60,552	7,350	22,051	———	———	———	———	———	———	———	———	———	———	———
6-30-31	143,883	Jun	141,642	———	Stand. Poultry Jrl.	722	961	3,716	7,168	2,536	72,408	43,560	9,120	1,962	630	Jun	.50%	1.84%	2.98%	4.75%	14.35%	19.36%	54.74%	.68%	.05	.25
6-30-31	1,194,000	Feb	1,188,442	2,540	Successful Farming	21,825	91,454	90,474	422,018	21,311	463,870	30,655	26,777	30,042	3,901	Jun	.63%	1.92%	4.10%	5.85%	15.87%	16.61%	52.74%	.56%	.05	.35
					U																					
6-30-31	18,000	Jun 30	17,737	———	Utah Farmer	———	———	———	———	———	———	———	17,880	80	700	Jun 30	———	6.11%	7.39%	8.90%	20.14%	21.29%	43.29%	1.90%	—	.50
					W																					
6-30-31	944,870	May 30	944,714	———	Wallaces' Farmer & Iowa Homestead	———	———	———	8,814	———	221,022	———	———	———	5,107	May 30	.14%	.02%	2.05%	2.02%	24.72%	22.01%	26.21%	.02%	.05	1.00
6-30-31	83,000	Jun 6	83,164	———	Washington Farmer	9	———	22	27	126	271	54	654	61,210	800	Jun 6	———	6.50%	3.17%	10.75%	21.97%	24.70%	32.07%	1.04%	.05	.50
6-30-31	83,321	Jun	83,287	———	Waverly Poultry Trio	6,991	11,182	7,870	22,115	6,142	13,511	7,790	5,202	6,207	7,261	———	———	———	———	———	———	———	———	———	———	———
6-30-31	80,000	Jun 15	80,082	———	Western Farm Life	———	———	———	———	———	12,055	———	70,588	———	887	Jun 15	———	1.89%	4.17%	4.67%	8.79%	20.19%	54.41%	.76%	.05	.35

6-30-31	804,715	Apr	1,004,000	682	Canadian Countryman																							
6-30-31	316,070	Jun 30	361,000		Capper's Farmer	2,103	11,377	12,155	171,470	7,924	197,99	197,641	73,852	39,454	327	Apr	.31%	1.48%	2.32%	4.37%	15.14%	29.95%	38.71%	9%		.50	
6-30-31	2,726,423	Mar	1,400,740	253,500	Capper's Weekly				4,646		57	297,8	40,000	23,000	2,304	1,040	Jun 30	.33%	1.15%	1.80%	4.77%	13.43%	19.19%	30.00%	05%	.05		
6-30-31	1,377,000	Feb	1,400,011	18,000	Country Gentleman	109,197	265,000	121,760	279,718	54,047	354,665	132,953	82,846	135,000	102,000	Mar	3.70%	6.16%	7.28%	7.28%	18.13%	15.07%	28.21%	5.05%	.05		
6-30-31	1,377,000	Feb	1,400,011	18,000	Country Home, The	80,000	253,000	87,507	406,032	35,000	404,541	90,748	62,240	111,000	3,573	Feb	1.04%	2.13%	4.16%	8.92%	18.32%	18.63%	48.74%	.36%	.05		.35
					D																							
6-30-31	94,502	Jun	100,214		Dairy Tribune	5,950	12,723	8,040	22,740	3,633	26,703	8,401	6,852	3,445	1,939	Jun	1.77%	2.32%	3.96%	5.10%	16.74%	18.86%	50.18%	1.91%	.15		.50
6-30-31	90,446	May 15	91,763		Dakota Farmer, The						88,003				3,760	May 15			.70%	2.51%	3.50%	14.73%	76.34%	4.11%	.05		1.00
					E																							
6-30-31	90,940	May	91,962	2,454	Everybody's Poultry Magazine	4,540	22,433	12,732	21,683	11,889	9,846	6,867	1,585	2,464	963	May	2.90%	4.00%	5.50%	6.90%	16.70%	15.90%	44.60%	3.00%	—		.35
					F																							
6-30-31	100,005	May 10	107,105	100	Farm and Ranch	1	25	140	103	31%	220	163,211	2,880	230	791	May 10	.03%	1.61%	1.43%	3.23%	16.48%	21.53%	51.57%	.19%	.05		——
6-30-31	272,022	Jun 27	270,225	——	Farmer & Farm, Stock & Home				18,275		244,685		4,175	——	2,990	Jun 27	.09%	1.04%	.45%	2.98%	8.27%	17.74%	69.05%	.06%	—		1.00
6-30-31	1,004,206	Jun	1,007,375	——	Farmer's Wife	25,532	188,340	64,921	320,374	27,59	22,949	32,377	16,02	10,622	636	Jun	1.63%	2.19%	4.27%	5.68%	16.24%	17.37%	52.16%	.06%	——		.35
6-30-31	1,500,000	Mar	1,353,161	7,556	Farm Journal	84,971	226,165	84,821	433,247	47,43	194,126	102,389	57,276	91,167	11,121	Mar	1.06%	2.09%	4.13%	5.71%	16.2%	18.42%	51.50%	.72%	.10		.35
					H																							
6-30-31	187,333	Jun 25	183,602	36	Hoard's Dairyman	4,63%	19,816	6,379	93,004	4,75%	34,020	5,297	6,585	7,000	1,461	Jun 25	.80%	1.40%	2.90%	5.60%	17.20%	18.80%	51.30%	.80%	.05		.35
					I																							
6-30-31	84,070	Jun 6	23,542	——	Idaho Farmer	1-	29	40	122	2-	230	43	31,544	1,442	11	Jun 6		.27%	.32%	3.72%	25.60%	14.36%	19.05%	4.44%	.05		.60
6-30-31	160,723	Jun 27	163,040	——	Ind. Farmer & Guide				142,430						615	Jun 27	.07%	2.09%	6.58%	7.31%	20.21%	19.58%	43.57%	.36%	.05		.50
					K																							
6-30-31	402,107	Jun 24	403,201	-	Kansas City Star (Weekly)	16	82	147	678	247	325,893	149,072	16,458	654	63	Jun 24	.08%	.42%	1.03%	3.52%	13.31%	19.38%	62.23%	.61%	.05		.50
6-30-31	118,835	Jun 27	123,861	77	Kansas Farmer (Mail & Breeze)						105,694	587	16,872	163	672	Jun 27	.06%	1.17%	1.38%	5.54%	12.89%	17.55%	61.32%	.07%	.05		1.00
					L																							
6-30-31	42,682	Jun	40,447	——	Leghorn World	1,171	6,039	3,454	9,731	1,671	6,347	3,459	2,691	2,956	3,025	Jun	3.03%	7.36%	7.29%	9.07%	17.96%	15.61%	33.36%	7.45%	—		.50
					M																							
6-30-31	151,800	Jun 27	150,883	——	Michigan Farmer				150,131						757	Jun 27	.85%	1.11%	5.34%	4.44%	12.68%	20.98%	52.84%	.84%	——		.50
6-30-31	151,377	Jun 13	155,748	——	Missouri Ruralist				9,024		134,552	11,199	186	107	681	Jun 13	.49%	.41%	1.79%	2.09%	13.01%	19.91%	61.87%	.05	.05		.50
6-30-31	30,997	Jun 15	30,003	——	Montana Farmer						395		28,734		874	Jun 15	.11%	.29%	1.94%	4.14%	8.80%	13.32%	70.76%	.57%	.05		.50
					N																							
6-30-31	2,000	Jun	2,000	——	Nat'l Horse News & Duroc Jrl. Bulletin	6	31	22	858	22	1,663	346	186	114	23	Jun	.74%	2.00%	4.00%	7.00%	20.00%	21.00%	45.00%	.50%	.05		.50
6-30-31	134,047	Jun 27	134,154	——	Nebraska Farmer						108,817		12,637		2,700	Jun 27		.66%	.85%	2.78%	8.91%	20.37%	64.27%	2.18%			1.00
6-30-31	80,000	Apr 25	80,579	78	New Eng. Homestead	96,552	2,459	——	——	——	——	——	——	——	610	Apr 2	1.78%	2.48%	5.90%	8.60%	20.16%	26.63%	32.46%	.63%	.05		1.00
					New Hollstein Poultry Jrl. (A.B.C. Applicant)	——	——	——	——	——	——	——	——	——	——	——	——	——	——	——	——	——	——	——	——	——	——	——
					O																							
6-30-31	102,000	Jun 27	102,200	——	Ohio Farmer, The		11,321	1,410	148,113	50	——	——	——	——	821	May 2	.41%	2.54%	3.71%	7.46%	18.98%	17.82%	49.48%	——	.05		.50
6-30-31	395,000	Jun 13	395,023	——	Oklahoma Farmer-Stockman	2	53	166	270	29	4,913	197,500	1,510	363	9	Jun 13	01%	2.50%	2.50%	6.65%	19.13%	21.29%	46.29%				.50
6-30-31	52,760	Jun 6	52,300	——	Oregon Farmer	50	62	13	97	15	115	29	382	32,613	24	Jun 6	——	3.76%	2.74%	6.12%	18.40%	12.42%	55.71%	2.84%	.05		.40
					P																							
6-30-31	121,921	Jun 4	120,041	——	Pacific Northwest Farm Trio	55	123	80	337	73	614	120	32,620	85,874	131													
6-30-31	53,041	Jun 27	53,551	66	Pacific Rural Press								773	52,194	628	Jun 27	1.52%	1.26%	2.72%	6.65%	26.11%	17.21%	35.07%	.54%	.05		1.00
6-30-31	150,000	Jun 27	149,473	——	Pennsylvania Farmer			125,632	23,000						911	Jun 27	.70%	.60%	3.80%	7.30%	19.70%	15.00%	52.90%	——	.05		.50
					Plymouth Rock Monthly																							
6-30-31	27,661	Jun	26,111	——	Poultry Success	1,309	2,766	2,034	7,538	1,256	4,615	1,672	1,073	1,251	3,907	Jun	2.92%	6.21%	6.40%	8.51%	18.46%	16.44%	29.54%	11.52%	.10		.50
12-31-30	42,346	Dec	32,837	1,612	Poultry Tribune	1,686	4,806	2,533	11,375	1,781	6,859	2,168	1,781	1,240	500										.10		.25
6-30-31	376,407	Jun	379,013	2,276	Prairie Farmer	19,328	46,765	23,215	95,841	13,847	73,919	50,155	17,225	23,510	17,052	Jun	2.66%	5.02%	6.66%	6.77%	16.75%	16.39%	41.77%	6.54%	.15		.50
6-30-31	814,672	Jun 27	817,471	——	Progressive Farmer & Southern Ruralist				313,930						3,41	Jun 27	.39%	1.39%	4.33%	6.39%	17.77%	20.51%	49.48%	.01%	——		1.00
6-30-31	1,667,917	May 15	1,663,572	——				419,500	——	353,26	——	279,644	——	——	11,165	May 1	.05%	1.71%	3.29%	4.70%	14.81%	17.52%	55.90%	.02%	.05		.35
					R																							
6-30-31	98,033	Jun	96,020	——	Rhode Island Red Journal	2,721	2,357	2,388	5,040	1,234	6,521	2,705	1,538	2,180	1,549	Jun	2.62%	7.43%	8.66%	9.18%	20.26%	15.81%	31.53%	5.17%	—		.25
6-30-31	229,485	Jun 27	230,378	——	Rural New Yorker	40,816	102,966	16,578	9,713	——	——	——	——	——	6,483	Jun 27	3.93%	3.78%	6.46%	9.06%	16.01%	16.21%	38.71%	3.83%	—		.50
					S																							
6-30-31	125,186	Jun 30	120,873	——	Semi-Weekly Farm News	——	——	——	——	——	——	116,005	3,896	——	972	May 15	.01%	.22%	.37%	2.63%	18.24%	22.02%	54.66%	.80%	.05		1.00
6-30-31	687,234	Jun	647,140	——	Southern Agriculturist	——	——	214,042	2,845	240,448	3,033	205,210	——	——	1,562	Jun	.04%	1.61%	2.73%	4.48%	17.87%	17.83%	55.42%	.01%	.05		.50
6-30-31	226,304	Jun 15	230,378	——	Southern Planter	——	——	206,437	——	18,294	——	——	——	——	13,148	Jun 15	.08%	1.78%	2.86%	4.73%	12.63%	14.82%	61.28%	.01%	.05		.50
					Standard Farm Field —Halston Color Inserts	——	——	——	——	——	——	——	——	——	——	——	——	——	——	——	——	——	——	——	——	——	——	——
6-30-31	2,129,377	——	3,116,521	115		25,703	200,106	454,002	760,901	258,603	950,201	294,670	60,553	7,250	22,051	——	——	——	——	——	——	——	——	——	——	——	——	——
6-30-31	2,578,930	——	2,554,505	20	Standard Farm Paper Unit	25,703	169,953	430,495	812,923	256,019	823,185	264,041	22,395	7,000	20,700	——	——	——	——	——	——	——	——	——	——	——	——	——
6-30-31	142,903	Jun	141,646	——	Stand. Poultry Jrl.	722	961	2,714	7,105	2,526	72,408	43,500	9,120	1,062	630	Jun	.50%	1.84%	2.98%	4.75%	16.25%	19.34%	54.74%	.09%	.05		.25
6-30-31	1,134,630	Jun	1,166,463	8,544	Successful Farming	21,525	91,454	30,474	432,018	21,511	463,070	30,635	26,777	26,042	8,901	Jun	.63%	1.02%	6.10%	5.85%	13.57%	16.61%	52.74%	.16%	.05		.25
					U																							
6-30-31	18,020	Jun 25	17,727	——	Utah Farmer	——	——	——	——	——	——	——	17,558	90	70	Jun 25	——	6.11%	7.39%	8.88%	20.14%	21.10%	42.20%	1.00%	——		.80
					W																							
6-30-31	944,870	May 20	944,710	——	Wallaces' Farmer & Iowa Homestead	——	——	——	8,514	——	221,022	——	——	——	5,167	May 20	.14%	.89%	2.05%	3.49%	14.73%	22.01%	56.31%	.02%	.05		1.00
6-30-31	54,000	Jun 6	53,104	——	Washington Farmer	9	23	27	129	16	271	54	654	61,819	84	Jun 6	——	5.39%	2.17%	14.73%	22.97%	16.70%	66.07%	1.97%	.05		.60
6-30-31	90,301	Jun	92,307	——	Waverly Poultry Trio	6,301	11,183	7,870	22,113	4,163	15,311	7,700	5,305	6,227	7,301													
6-30-31	90,046	Jun 15	90,000	——	Western Farm Life	——	——	——	——	——	16,053	——	75,533	——	697	Jun 15	——	1.87%	2.17%	4.47%	15.79%	20.15%	56.41%	.70%	.05		.35
					Wis. Agriculturist & Farmer	——	——	——	178,210	——	4,230	——	——	——	1,810	Jun 27	.97%	.14%	4.22%	6.40%	16.11%	16.00%	57.11%	.01%	——		1.00
6-30-31	104,301	Jun 27	104,350	——	Wyandotte Herald	477	1,000	643	2,200	697	2,562	700	602	542	1,016	Jun	2.04%	6.67%	6.41%	7.80%	16.12%	16.04%	35.61%	6.56%	.10		.50
6-30-31	11,000	Jun	10,000	——		——	——	——	——	——	——	——	——	——	——	——	——	——	——	——	——	——	——	——	——	——	——	——

Circulation statements dated June 30, 1930, and Dec. 31, 1930, indicates A.B.C. statements for June 30, 1931, have not been released by the A.B.C. at the time this issue went to press.

(1) This publication has been combined with Poultry Culture.

(1) This distribution includes entire edition—mail and simple copy subs.

117 (J. E. Gill resuming):

The Standard Rate and Data Service has been publishing books like the one in which Exhbits Numbers 29, 30 and 31 are contained, for the past eight or ten years. We have in court here books for 1928 up to 1932 or 1933. I have examined these books generally during my career as an advertising man, and it is a part of my work to check and know circulations of various newspapers in various states, and I would say that the data and information contained in Exhibits 29, 30 and 31 is, for all practical purposes, approximately the same for the years 1928 to 1933. Exhibits Numbers 32, 33 and 34 are pages taken from the publications of the Standard Rate and Data Service of February, 1929. It covers the statements of publications as of June 30, 1928, and contains the same information as was contained in the exhibits produced for 1931.

Exhibits Numbers 32, 33 and 34 were thereupon offered and read in evidence, to which offer the same objections as interposed to Exhibits 29, 30 and 31 were made, overruled, and exceptions taken by the plaintiff. These exhibits were as follows:

THE AGRICULTURAL SECTION

This section includes general agricultural papers, fruit, dairy, livestock, bee, poultry, etc. For the convenience of subscribers in selecting media in this section the publications are classified below.

[illegible]
[illegible] Advocate
[illegible] Farmer
[illegible] Farmer
[illegible] Farmer

Standard Dairy Publications
Stock and Dairy Farmer

FRUIT—See also "Fruit" in Business Papers Section.
American Fruit Grower
Better Fruit
California Citograph
Citrus Industry
Citrus Leaves
Florida Fruit World
Fruits and Gardens
Grape Belt & Chautauqua Farmer
Rural-Sweet Chronicle
Sunwest Standard

LIVE STOCK (General)
American Swineherd
Arizona Cattleman and Farmer
Cattleman
Corn Belt Dailies:
Daily Drovers Journal
Daily Drovers Telegram
Daily Journal Stockman
Daily Live Stock Reporter
Live Stock Markets
Live Stock Record
National Live Stock Producer
New Breeder's Gazette
Producer, The (Denver)
Southwest Livestock
Western Breeders Journal

BREED PUBLICATIONS—(Live Stock)
Aberdeen-Angus Journal
American Herdsman, The
American Hereford Journal
American Sheep Breeder
Ayrshire Digest
Chester White Journal
Chester White World
Duroc Journal Bulletin
Duroc Sentinel
Guernsey Breeders' Journal
Holstein-Friesian World
National Duroc News
Pittsburgh Live Stock Journal
Poland China Advocate
Poland China Journal
Shorthorn World and Farm Magazine
Spotted Poland China Digest
Standard Breed Publications
Swine World
Weekly Live Stock Reporter

POULTRY—See also "Poultry and Poultry Products" in Business Papers Section.
American Poultry Journal
Anzeca World
National Rural Bank (Poultry) Journal
National Poultry Journal
New England Poultryman
Northwest Poultry Journal
O. K. Poultry Journal
Pacific Poultry Breeder
Pacific Poultryman
Pacific Poultryman
Plymouth Rock Monthly
Poultry Breeder
Poultry Farmer and Rabbit Breeder
Poultry Herald
Poultry Item
Poultry Keeper
Poultryman, The
Poultry News
Poultry Press
Poultry Success
Poultry Tribune
Reliable Poultry Journal
Rhode Island Red Journal
Southwest Poultry and Swine Breeder
Standard Poultry Journal
Turkey World
Wash-egg
Waverly Poultry Four
Wyandotte Herald

PIGEONS & PET STOCK
American Pigeon Journal
American Pigeon Keeper
Small Stock Magazine

BEE
American Bee Journal
Beekeeper, The (Canada)
Gleanings in Bee Culture

FARM NEWSPAPERS
Alabama Times
Arkansas Gazette
Atlanta Tri-Weekly Journal
Capper's Weekly
Clover Leaf Weeklies
Commercial Appeal
Constitution, Tri-Weekly
Farmers' Weekly La Patrie (Canada)
Farmer's Weekly La Presse (Canada)
Kansas City Star-Weekly
Semi-Weekly Farm News
Twice-A-Week Spokesman-Review

FARM PAPERS IN FOREIGN LANGUAGE (except Canadian) appear in Foreign Language Section.
Bulletin de la Ferme, Le (French) (Canada)
Bulletin des Agriculteurs, Le (French) (Canada)
Voix du Sol, La (Canada)
Wheat Growers Journal

FARM PRODUCE—See also "Produce" in Business Papers Section
Market Growers Journal

FARM PUBLICATIONS ISSUED BY COLLEGES
Poultry Science

POWER FARMING—See also "Farm Implements" in Business Papers Section.
Agricultural Engineering
American Thresherman
Better Farm Equipment and Methods
Electricity on the Farm
Farm Mechanics

CO-OPERATIVE
Farmers Union Herald

FARMER'S ASSOCIATIONS
Arkansas Union Farmer
Associated Artisans Producer
Burley Tobacco Grower
California County Farm Bureau Monthlies
Cotton Association News
Equity News
Equity Union Exchange
Erie County Farm & Home Bureau News
Farm Bureau News (Dallas, Texas)
Farm Bureau News (Bellingham, Wash.)
Grange News
Hoosier Farmer
Kansas Grange Monthly
Kansas Union Farmer
McHenry County Farm Bureau Bulletin
Michigan Farm Bureau News
Minnesota Leader
Missouri Farm Bureau News
National Glosser Farm
National Grange Monthly
New Hampshire Farm Bureau Federation News
New State, The
Oakland County Farm Bureau Bulletin
Ohio State Grange Monthly
Oklahoma Union Farmer
Pennsylvania Farm Bureau News
Pennsylvania Grange News
Spokane County News
Stevens County Farm News
Tennessee Farm Bureau News
Virginia Union Farmer
West Virginia Farm Bureau News

AGRICULTURAL PAPERS CLASSIFIED ACCORDING TO STATES

ALABAMA
Alabama Times
Cotton Planter
Progressive Farmer & Farm Woman

ARIZONA
Arizona Cattleman and Farmer
Associated Artisans Producer

ARKANSAS
Arkansas Farmer
Arkansas Gazette
Arkansas Union Farmer
Cotton Association News

CALIFORNIA
California Citograph
Calif. County Farm Bureau Mo.
California Cultivator
California Dairyman
Citrus Leaves
Diamond Walnut News
Fruits and Gardens, Pacific
Fruits and Nuts Market Journal
Pacific Poultry Breeder
Pacific Rural Press
Poultryman, The
Rural-Sweet Chronicle
Western Fruit Grower

COLORADO
Colorado Farm and Home
Colorado State Dept Grower
Farmer
Western Farm Life

DISTRICT OF COLUMBIA
National Farm News
National Poultry Journal

FLORIDA
Citrus Industry
Farm and Live Stock Record
Florida Agriculturist
Florida Farm & Grove
Florida Farmer
Florida Fruit World
Florida Grower
Rural-Sweet Chronicle

GEORGIA
Atlanta Tri-Weekly Journal
Constitution, Tri-Weekly
Southeast Dairyman
Southern Cultivator
Southern Planter

IDAHO
Idaho Farmer

ILLINOIS
Agricultural Leaders' Digest
American Bee Journal
American Farming
American Fruit Grower
American Herdsman, The
American Poland Journal
American Poultry Journal
American Shorthorn
American Stock Breeder
American Swineherd
Baby Chick
Daily Drovers Journal
Daily Livestock Reporter
Dairymen's Journal
Dairy-Union Exchange
Farm Mechanics
Farmer's Weekly Review
Friendly Farmer
Hatchery Tribune
Illinois Farmer
Live Stock Markets
McHenry County Farm Bureau Bulletin
Milk Market Reporter
National Duroc News
National Live Stock Producer
New Breeder's Gazette
Poultry Keeper
Poultry Success
Poultry Tribune
Prairie Farmer
Shorthorn World and Farm Magazine
Standard Dairy Publications
Turkey World
Wyandotte Herald

INDIANA
Bureau Farmer
Chester White Journal
Farm Life
Farmer's Exchange and Noble Farmer
Hoosier Farmer
Indiana Farmer's Guide, The
Inland Poultry Journal
Jersey Bulletin and Dairy World
Poland China Advocate
Wanner's Farm Journal

IOWA
Aberdeen-Angus Journal
Chester White World
Dairy Farmer
Iowa Bankbook
Iowa Farmer's Home Farmer
Iowa Farmer & Corn Belt Farmer
Iowa Homestead
Iowa Stockman
Live Stock Record
Pacific Rural Press
Pittsburgh Live Stock Journal
Poultry Item
Successful Farming
Wallace's Farmer

KANSAS
Capper's Farmer
Capper's Weekly
Clover Leaf Weeklies
Dickey County Poultry News
Farmers' Mail (Mail & Breeze)
Kansas Farmer
Missouri Valley Poultry and Dairy Farmer
Ohio Farmer-Dairyman
Poland China Journal
Shorthorn World
Standard Poland China Digest
Standard Poultry Journal
Wheat Grower Journal

KENTUCKY
Burley Tobacco Grower
Farmers Home Journal
Market Growers' Journal
Mission Planter

LOUISIANA
Modern Farming
Southern Dairyman

MAINE
Comfort

MARYLAND
Maryland Farmer

MASSACHUSETTS
National Grange Monthly
New England Dairyman
New England Homestead
New England Poultryman

MICHIGAN
Agricultural Engineering
Fruits and Gardens
Michigan Farm Bureau News
Michigan Farmer
Michigan Milk Messenger
Michigan Poultryman
Modern Poultry Breeder
National Rural Bank (Poultry) Journal
National Glosser Farm
Oakland County Farm Bureau Bulletin

MINNESOTA
Clover Leaf Weeklies
Farmer, The
Farmers Union Herald
Farmer's Wife
Farm, Stock & Home
Minnesota Leader
Poultry Herald
Stock and Dairy Farmer

MISSISSIPPI
Southland Dairy Farmer

MISSOURI
Agricultural Review
American Poland Journal
American Swineherd Journal
Better Farm Equipment and Methods
Daily Drovers Telegram
Fruits and Gardens
Intermountain Baby Chick News
Missouri Farm Bureau News
Missouri Farmer
Missouri Ruralist
Missouri Valley Poultry and Dairy Farmer
Ohio Farmer-Dairyman
Poland China Journal
Standard Poland China Digest
Standard Poultry Journal

MONTANA
Dakota Farmer
Montana Farmer
Rocky Mountain Homestead
Scientific Farmer

NEBRASKA
Daily Journal-Stockman
Duroc Journal Bulletin
Nebraska Farmer
New State, The

NEW HAMPSHIRE
Guernsey Breeder's Journal
New Hampshire Farm Bureau Federation News

NEW YORK
American Agriculturist
American World
Better Crops with Plant Food
Dairymen's League News
Electricity on the Farm
Erie County Farm and Home Bureau News
Farm and Fireside
Grape Belt & Chautauqua Farmer
Hatchery News
Holstein-Friesian World
Rural Digest
Rural New Yorker

NORTH DAKOTA
Farm Ideas
North Dakota Farmer
Wheat Grower

OHIO
Dairymen's Monthly Review
Farm and Dairy
Gleanings in Bee Culture
Ohio Farm Bureau News
Ohio Farmer
Ohio State Grange Monthly
Poultry Breeder
Poultry Success
Reliable Poultry Journal

OKLAHOMA
Oklahoma Cotton Grower
Oklahoma Farmer-Stockman
Oklahoma Union Farmer
"O. K." Poultry Journal

OREGON
Aspern Journal
Better Fruit
Northwest Poultry Journal
Oregon Farmer
Pacific Homestead
Western Breeder's Journal

PENNSYLVANIA
Country Gentleman
Dairymen's Price Reporter
Everybody's Poultry Magazine
Farm Journal
Pennsylvania Farm Bureau News
Pennsylvania Grange News
Pittsburgh Live Stock Journal
Poultry Item
Poultry Press

SOUTH CAROLINA
Cotton News

SOUTH DAKOTA
Dakota Farmer
South Dakota Farmer & Breeder
South Dakota Wheat Grower

TENNESSEE
Burley Tobacco Bulletin and Poultry Planter
Commercial Appeal
Dixie Poultry Journal
Mid-South Dairy Farmer
Southern Agriculturist
Tennessee Farm Bureau News

TEXAS
Cattleman
Farm and Ranch
Farm Bureau News
Fletcher's State Rights Farming
Poultry News
Semi-Weekly Farm News
Sheep and Goat Raisers' Magazine
Southwestern Farmer-Stockman
Southwest Plainsman
Southwest Poultry and Swine Breeder
Valley Farmer
Weekly Live Stock Reporter

UTAH
National Wool Grower
Utah Farmer

VERMONT
Ayrshire Digest

VIRGINIA
Southern Planter
Virginia Union Farmer

WASHINGTON
Farm and Market Journal
Farm Bureau News
Grange News
Northwest Dairyman and Farmer
Pacific Poultryman
Spokane County News
Stevens County Farm News
Twice-A-Week Spokesman-Review
Wallaces
Washington Farmer

WEST VIRGINIA
West Virginia Farm Bureau News

WISCONSIN
American Thresherman
Dairy News
Farmer, The
Fleischmann Malt

Hoard's Dairyman
Martin Holl's Farm News
Northern Wisconsin Farmer
Poultry Farmer and Rabbit Breeder
Wisconsin Agriculturist
Wisconsin Farmer
Wisconsin Homestead

WYOMING
Wyoming Stockman-Farmer

CANADA

ALBERTA
Alberta Farmer and Calgary Weekly Herald
Alberta Farm Journal
Farm and Ranch Review
U. F. A. (The)
Western Farmer

BRITISH COLUMBIA
Country Life in B. C.
Farm and Home

MANITOBA
Country Guide
Free Press Prairie Farmer
Nor'-West Farmer, The
Scoop Shovel

NEW BRUNSWICK
Maritime Farmer & Co-operative Dairyman

ONTARIO
Beekeeper, The
Canadian Outlook
Canadian Countryman
Canadian Horticulturist
Canadian Poultry Journal
Canadian Poultry Review
Farm and Dairy
Farmer's Advocate and Home Magazine
Farmers' Sun
Ontario Farmer
Ottawa Farm Journal
Voix du Sol, La

PRINCE EDWARD ISLAND
Island Farmer, The

QUEBEC
Bulletin de la Ferme, Le (French)
Bulletin des Agriculteurs, Le (French)
Canadian Ayrshire Review
Family Herald & Weekly Star
Farmer's Weekly La Patrie
Farmer's Weekly La Presse
Journal of Agriculture and Horticulture
Witness and Canadian Homestead

SASKATCHEWAN

Period Ending	Net Paid Average	Distrib. Taken from Issue of	Total Net Paid of Distribution		NEW ENGLAND STATES						Name of Publication Listing Only Papers Which Are Members of A. B. C.	Middle Atlantic States			South Atlantic States								East North Central			
			Mail	Newsstd	Me.	N. H.	Vt.	Mass.	R. I.	Conn.		N. Y.	N. J.	Pa.	Del.	Md.	D. C.	Va.	W. Va.	N. C.	S. C.	Ga.	Fla.	Ohio	Ind.	Ill.	Mich.
											*This Circulation Not Included in Distribution.																
											American Agriculturist	165132	13965	17837	1161	2206	12	60	109								
											American Fruit Grower																
											American Poultry Journal																
											American Swinebred																
											Atlanta Tri-Weekly																
											California Cultivator																
											Capper's Farmer																
											Capper's Weekly																
											Comfort																
											Commercial Appeal																
											Constitution, Tri Weekly																
											Country Gentleman																
											Dairy Farmer, The																
											Dakota Farmer, The																
											Farm and Fireside																
											Farm & Live Stock Record																
											Farm and Ranch																
											Farmer, The																
											Farmer's Home Journal																
											Farmer's Wife, The																
											Farm Journal																
											Farm Life																
											Farm, Stock and Home																
											Hoard's Dairyman																
											Idaho Farmer																
											Illinois Farmer																
											Indiana Farmer's Guide																
											Iowa Homestead																
											Kansas City Star (Weekly)																
											Kansas Farmer (Mail & Breeze)																
											Michigan Business Farmer																
											Michigan Farmer																
											Missouri Farmer																
											Missouri Ruralist																
											Modern Farming																
											Montana Farmer																
											National Farm News																
											Nebraska Farmer																
											New Breeder (Poultry)																
											New England Homestead																
											Ohio Farmer, The																
											Ohio Stockman and Farmer																
											Oklahoma Farmer Stockman																
											Oregon Farmer																
											Pacific Northwest Farm Trio																
											Pacific Rural Press																
											Pennsylvania Farmer																
											Penna. Stockman & Farmer																
											Pierce's Farm Weeklies																
											Poultry Success																
											Poultry Tribune																
											Prairie Farmer																
											Progressive Farmer																
											Rural New Yorker																
											Semi-Weekly Farm News																
											So. Dakota Farmer & Breeder																
											Southern Agriculturist																
											Southern Planter																
											Southern Ruralist																
											Standard Farm Paper Unit																
											Successful Farming																
											Twice a Wk Spokesman-Review																
											Utah Farmer																
											Wallace's Farmer																
											Washington Farmer																
											Western Farm Life																
											Wisconsin Agriculturist																
											Wisconsin Farmer																

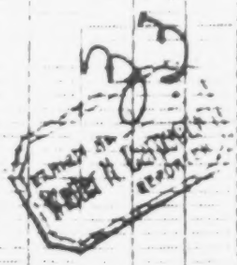
An Increase of More Than 1,000,000 Bales!

Southern farmers who grow cotton will have approximately $100,000,000 more money to spend than last year. According

The Progressive Farmer—400,194 or 81% of total circulation
Second Paper —296,549 or 64% of total circulation

EXHIBIT

6-30-28	60815	June 30	48452		0	5	21	14	5	20	Constitution, The Weekly	110	24	118	0	180	3	2459	105	2182	2133	9788	1	1	1	1	1	1	1	1	1
6-30-28	1610210	March	1360630	256897	39233	10073	9341	40097	6654	17236	Country Gentleman	112418	36758	116017	4296	16531	3726	31304	13352	25428	11066	12440	12752	8724	3019	1	1	1	1	1	1
6-30-28	2994466	June	257321	743	1004	436	1415	1827	134	720	Dairy Farmer, The	18098	1183	18090	257	823	81	2008	1183	750	238	943	611	12808	8693	17494	11575				
6-30-28	84866	June 15	67124								Dakota Farmer, The																				
6-30-28	1275121	Feb.	1209014	17422	13790	7203	7832	20558	2230	10416	Farm and Fireside	68017	17076	73220	1581	10510	838	15207	29185	17094	5001	11496	8767	90623	56031	63065	50520				
6-30-28	24794	June	20454		14	11	8	49	44	42	Farm & Live Stock Record	102	85	254	2	22	10	162	74	73	24	9429	409	1056	412	304					
6-30-28	146197	Apr. 28	147987	230	2	1			2	1	Farm and Ranch	17	6	1		5	2	6	6	1	9	2	1	79	17	64	23				
6-30-28	156921	June 30	157798								Farmer, The																				
6-30-28	2130	June	23849								[illegible]																				
6-30-28	8370621	June	8409851		4552	2565	3284	9412	423	2455	Farmer's Wife, The	74141	15041	77942	1137	9855	292	15630	14913	10291	9011	1748	510	55814	34537	42893	34433				
6-30-28	13431399	June	13397736	11000	10154	9459	11067	27993	2856	15000	Farm Journal	87580	22075	1034725	3053	13969	706	12947	17439	10867	5190	6309	2001	107489	69364	73562	77500				
6-30-28	1102434	March	1103900		10071	7417	8353	15634	2043	9496	Farm Life	41230	11932	66455	1636	7887	664	21058	25514	15180	10101	2823	792	64679	81752	56330	66340				
6-30-28	157754	June 15	158549								Farm, Stock and Home																				
6-30-28	146047	June 25	145496	47	893	371	503	1078	122	895	Hoard's Dairyman	9302	1900	4798	201	983	50	982	911	951	661	831	282	7941	3768	7848	10037				
6-30-28	31536	May 31	31617								Idaho Farmer																41				
6-30-28	1527898	June 15	1527091								Illinois Farmer															8765	145865				
6-30-28	151300	June 30	134130								Indiana Farmer's Guide													32850	105113	7977	7360				
6-30-28	163064	June 30	167082								Iowa Homestead															6129					
6-30-28	462971	June 27	466463		14	37	17	20	2	19	Kansas City Star (Weekly)	170	45	324	6	69	8	287	157	164	6	28	112	349	257	1131	185				
6-30-28	122190	June 30	124184								Kansas Farmer (Mail&Breeze															104					
6-30-28	99695	June 23	100148								Michigan Business Farmer																103609				
6-30-28	99774	June 30	104217								Michigan Farmer													685	1205	215	101397				
6-30-28	26237	June 1	26200								Missouri Farmer					9		1	1			1			1	102	17857	6			
6-30-28	1514543	June 15	1525000								Missouri Ruralist																				
6-30-28	63349	June 15	69002								Modern Farming																				
6-30-28	26473	June 15	27605								Montana Farmer																				
6-30-28	1479567	June 23	1480257		164	687	109	398	26	118	National Farm News	4788	1089	54545	111	1604	100	2684	4057	2761	1355	947	11811	9719	8994	7629	6300				
6-30-28	1145301	June 30	1174899								Nebraska Farmer																				
6-30-28	825919	June	93777	109	349	700	150	265	50	293	New Era Poultry Journal	2413	195	18758	41	302	68	1380	1029	777	776	666	216	9317	7172	8694	6136				
6-30-28	82643	May 26	82812	47	15296	11467	13937	21759	2740	13559	New England Homestead																				
6-30-28	1501061	June 30	1324187								Ohio Farmer, The	6742		8258					1103					111751	1173		393				
6-30-28	1672257	June 30	1650041								Ohio Stockman and Farmer													1601109	5068						
6-30-28	184168	June 15	188270					1	1	2	Oklahoma Farmer Stockman	17	7	26		6	6	7	13	10	6	5	28	68	56	110	71				
6-30-28	34384	May 31	34968								Oregon Farmer																				
4-30-28	110921	May 31	109127								Pacific Northwest Farm Trio																61				
6-30-28	481543	June 30	68105	1068							Pacific Rural Press																				
6-30-28	1005793	June 30	1110258								Pennsylvania Farmer	3290	10514	88749	1686	5273															
6-30-28	91941	June 30	92701								Penna Stockman & Farmer			70774		1649		1292	17329												
6-30-28	2697653	June 29	2747777								Pierce's Farm Weeklies															6178					
6-30-28	443068	June	45000	2136	136	99	72	1055	125	616	Poultry Success	2267	626	3719	18	125	87	527	756	919	564	1499	4974	6344	3430	1401	5129				
6-30-28	1800945	June	179743	7952	1509	991	699	3872	662	1700	Poultry Tribune	7988	3650	136195	273	1321	217	1904	1914	2357	1153	1674	25849	16024	8294	13544	7831				
6-30-28	261434	June 30	268190								Prairie Farmer															74220	151307				
6-30-28	601805	June 30	602201								Progressive Farmer							27796		86670	27437	38039	82707								
6-30-28	2206853	June 30	2250065	800	4868	8465	6158	16075	2264	16268	Rural New Yorker	117705	23871	25706	1778	4440	163	3558	1631	281	80	126	6388	11178	481	733	3878				
6-30-28	1277052	June 30	1291141								Semi-Weekly Farm News																				
6-30-28	667042	June 15	41870								So. Dakota Farmer & Breeder																				
6-30-28	2260173	June 30	1453591								Southern Agriculturist																				
6-30-28	2078203	June 15	1999720								Southern Planter				20	509		27779	20174	21715	31767	61926	17715	1034	2988	635					
6-30-28	2618792	June 15	1645562								Southern Ruralist				3359	21655	630	28621	2200	41925	8300										
6-30-28	21999087										Standard Farm Paper Unit					27115		29456	26131	50274	39507	79910	38681								
6-30-28	19221811	June	19218584	2149	7211	1158	1171	3414	277	8485	Standard Farm Paper Unit	126790	27014	1215177	8102	9284	170	30704	8302	44124	28131	39558	8868	132001	85930	195068	117156				
6-30-28	1021298	March	1018584	26925	4970	2702	3744	7144	1002	6333	Successful Farming	26150	6140	244111	778	4917	171	7812	11878	4236	1320	2161	1530	100599	63475	89403	63000				
6-30-28	150107	May 29	15000								Twice a Wk Spokesman-Review																				
6-30-28	18835	June 25	18970								Utah Farmer																				
6-30-28	1164867	June 29	1290972								Wallace's Farmer															6075					
6-30-28	639711	May 31	54258								Washington Farmer																				
6-30-28	771961	June 15	79481								Western Farm Life																				
6-30-28	858911	June 23	69741								Wisconsin Agriculturist															1360	1804				
6-30-28	1037071	June 29	1065804								Wisconsin Farmer																				



An Increase of More Than 1,000,000 Bales!

Southern farmers who grow cotton will have approximately $100,000,000 more money to spend than last year. According to the November 1st cotton report, ten of the twelve cotton states show an increase in production over the preceding year.

Eight of the twelve states will produce 92% of the 1928 crop. In these eight states, circulation is as follows:

The Progressive Farmer—400,194 or 81% of total circulation
Second Paper —296,549 or 64% of total circulation
Third Paper —292,675 or 55% of total circulation
(Basis: June 30th 1928 Publishers Statements)

In the six states showing largest increase in production over preceding year, The PROGRESSIVE FARMER has 121,000 more circulation than any other southern farm paper.

Birmingham, Ala.
Raleigh, N. C.

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STANDARD FARM PAPERS, Inc.
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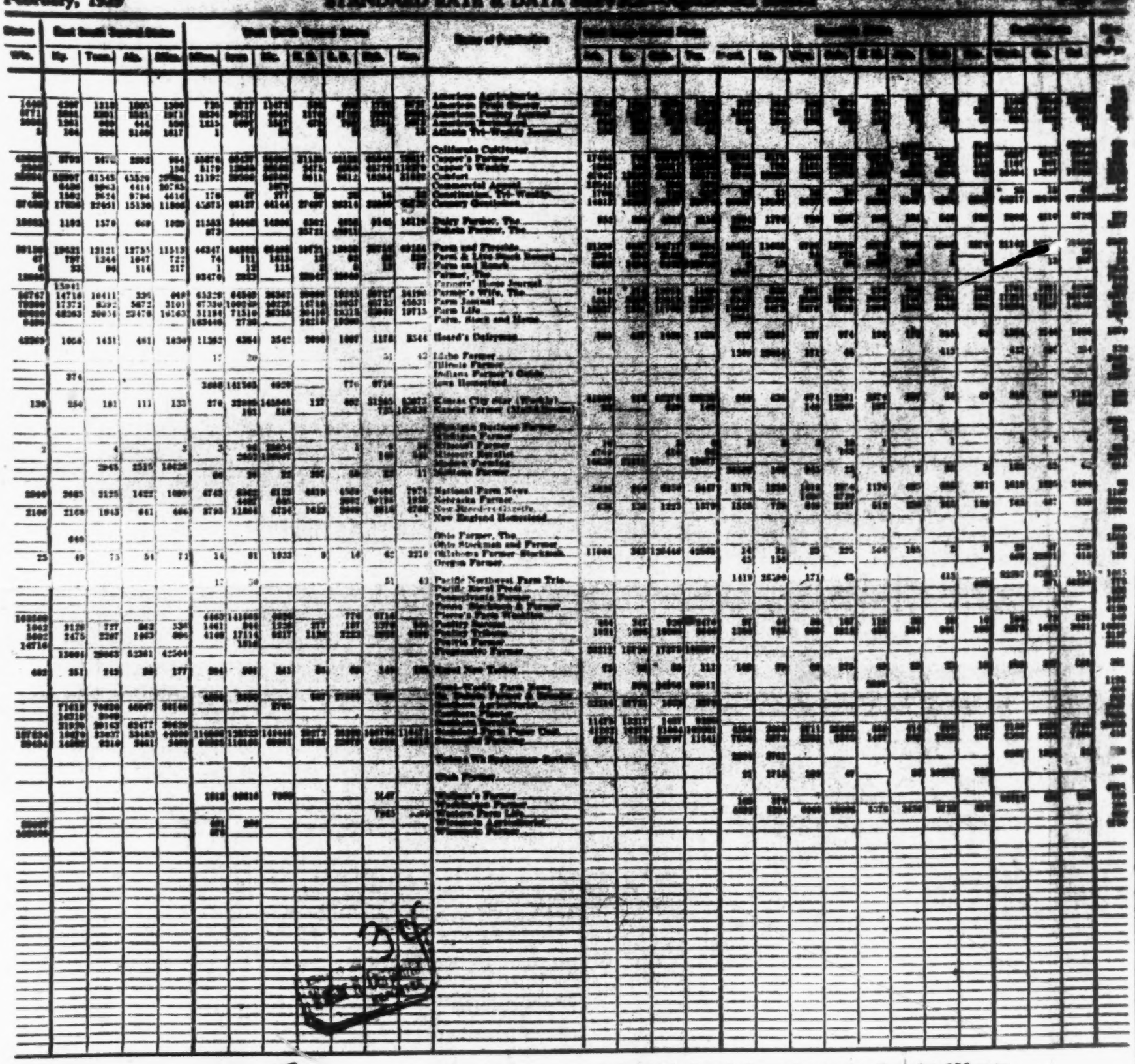

[*An Agricultural Campaign to be Complete Must Provide for Effective Coverage of the Live Stock Field*]

These are the Publications that reach *Live Stock* Farmers, the most consistently prosperous men in American agriculture. More than 100,000 circulation concentrated

[illegible]	1193	1370	660	1029	21583	34000	14000	6362	4050	9545	16110	Dairy Farmer, The	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
					973			25722	[illegible]			Dakota Farmer, The																
80130	19631	13121	12755	11513	66347	84000	60400	19721	19000	[illegible]	69184	Farm and Fireside	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
67	787	1244	1047	722	74	111	1613	12	82	[illegible]	220	Farm & Live Stock Record	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
6	22	90	114	217	1	12	115	2	5	13	37	Farm and Ranch	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
12000					93470	2023		25042	20000			Farmer, The	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
	15941											Farmers' Home Journal																
56767	14718	10411	336	648	65328	64340	26362	20000	18245	29727	34196	Farmer's Wife, The	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
78200	17372	8392	5872	3107	67330	100240	46226	14718	19037	45732	43631	Farm Journal	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
80020	48263	20054	23470	16160	51184	71510	26355	26416	18315	23062	19715	Farm Life	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
6400					103440	2720		26218	19200			Farm, Stock and Home	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
42300	1068	1431	481	1030	11362	6384	3542	2000	1007	1178	3544	Hoard's Dairyman	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
					17	30				51	43	Idaho Farmer					1300	[illegible]	[illegible]	[illegible]			412		[illegible]	[illegible]	[illegible]	[illegible]
												Illinois Farmer																
	374											Indiana Farmer's Guide																
					3888	141563	4020		776	9716		Iowa Homestead																
130	250	181	111	133	270	22000	145065	127	402	31245	53673	Kansas City Star (Weekly)	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
						181	510			725	[illegible]	Kansas Farmer (Mail&Breeze)	[illegible]		[illegible]	[illegible]			140	[illegible]	[illegible]							
												Michigan Business Farmer																
												Michigan Farmer																
2		4		3	3	98	25834		1	9	30	Missouri Farmer	10		3	6	1	3	3	10	1		1		3	3	6	
						2662	120007			140	540	Missouri Ranchet	4760		610	[illegible]				160								
		2045	2515	10622								Modern Farming	10830	[illegible]		[illegible]												
					66	26	22	207	50	22	11	Montana Farmer					[illegible]	[illegible]	[illegible]	22	9	3	[illegible]	3	[illegible]	[illegible]	[illegible]	[illegible]
2000	3685	2135	1422	1000	4743	8362	8123	4519	4560	6406	7974	National Farm News	[illegible]	[illegible]	[illegible]	[illegible]	8170	[illegible]	[illegible]	[illegible]	1176	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
						4467	605		2002	20194	1055	Nebraska Farmer							[illegible]	[illegible]								
2106	2168	1040	641	486	8795	11004	4734	1623	2000	8816	4702	New Breeders Gazette	[illegible]	138	1223	1570	1528	[illegible]	[illegible]	[illegible]	612	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
												New England Homestead																
	640											Ohio Farmer, The																
												Ohio Stockman and Farmer																
25	49	75	54	71	14	81	1933	9	16	62	3216	Oklahoma Farmer-Stockman	11604	363	120446	42568	14	32	25	225	566	105	2	3	[illegible]	[illegible]	[illegible]	[illegible]
												Oregon Farmer					45	156							[illegible]	[illegible]	[illegible]	[illegible]
					17	30				51	43	Pacific Northwest Farm Trio					1419	28300	171	46			418		[illegible]	[illegible]	[illegible]	[illegible]
												Pacific Rural Press												[illegible]		[illegible]	[illegible]	[illegible]
												Pennsylvania Farmer																
												Penna. Stockman & Farmer																
103500					4463	141065	4020		776	9716		Pierce's Farm Weeklies																
1042	2126	727	862	530	1061	844	1220	277	187	1070	[illegible]	Poultry Success	484	247	920	2470	97	44	50	187	110	[illegible]	[illegible]	10	[illegible]	[illegible]	[illegible]	[illegible]
5002	2475	2207	1063	604	4140	17114	5217	1130	2223	[illegible]	[illegible]	Poultry Tribune	1924	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
14716						1816						Poultry Farmer																
	15004	29063	52361	42504								Progressive Farmer	35313	18720	17270	[illegible]												
402	351	242	88	177	204	300	241	83	60	140	[illegible]	Rural New Yorker	75	[illegible]	60	111	100	[illegible]	40	170	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
												Semi-Weekly Farm News	[illegible]	[illegible]	[illegible]	[illegible]					[illegible]							
					[illegible]	[illegible]		607	[illegible]	[illegible]		St. Dakota Farmer & Breeder																
	71618	[illegible]	[illegible]	[illegible]			[illegible]					Southern Agriculturist	[illegible]	[illegible]	[illegible]	[illegible]												
	16219	[illegible]										Southern Planter																
	21930	20163	62477	30620								Southern Ruralist	11470	13217	1407	[illegible]												
107834	10070	33037	53483	44000	110000	128222	142440	22273	25000	166700	116471	Standard Farm Paper Unit	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
80434	14082	9810	3661	3400	[illegible]	116165	69001	[illegible]	22079	[illegible]	[illegible]	Successful Farming	[illegible]	[illegible]	[illegible]	11041	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
												Twice a Wk Spokesman-Review					[illegible]	[illegible]							[illegible]	[illegible]	[illegible]	[illegible]
												Utah Farmer					21	[illegible]	[illegible]	47		[illegible]	[illegible]	[illegible]				[illegible]
					1819	90616	7000			1047		Wallace's Farmer																
												Washington Farmer					[illegible]	[illegible]							[illegible]	[illegible]	[illegible]	[illegible]
										7965	[illegible]	Western Farm Life					[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]				
[illegible]					[illegible]	[illegible]						Wisconsin Agriculturist																
[illegible]					[illegible]							Wisconsin Farmer																

[An Agricultural Campaign to be Complete Must Provide for Effective Coverage of the Live Stock Field]

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Corn Belt Farm Dailies

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EXHIBIT NO. 34.

Publication Starting	Rate Publication Average	Effective Date Rates Taken from Issue of	Total Rate Paid of Distribution Each 1 Month	Total Rate Paid of Distribution Each 1 Month	BASIS OF PUBLICATION Listing Only Papers Which Are Members of A. B. C.	Territorial Distribution (See preceding page for circulations in States) New England	Middle Atlantic	South Atlantic	East North Central	East South Central	West North Central	West South Central	Mountain	Pacific	Canada	Foreign & Misc.	Guaranteed by Other Advertising in Publication Issue of	A.B.C.	Under 1000	1000 to 2000	Over 2000	Unclassified	Subscription Price 1 Year	3 Years
				*This	Circulation Not Included In Distribution																			
6-30-29	105,694	June 30	148,000	—	American Agriculturist	7,263	134,275	4,186	514															
6-30-29	207,700	June	313,227	—	American Fruit Grower	20,000	40,000	95,000	48,573	8,500	28,273	16,827	4,162	15,000	100	20	745	Dec.	62.60%	26.60%	4.10%	4.90%	.00%	.05	1.00
6-30-29	111,675	June	154,231	7,667	American Poultry Journal	8,555	21,306	17,487	31,340	10,686	20,363	9,482	6,389	6,688	—	2,991	1,000	May	68.80%	22.80%	7.20%	10.10%	1.10%	.10	.50
6-30-29	87,967	June	86,347	—	American Swineherd	876	3,967	2,000	18,160	2,894	11,864	2,617	1,611	1,048	—	486	136	May	58.00%	22.00%	6.84%	11.41%	—	.15	.35
6-30-29	43,978	June 30	85,664	—	Atlanta Tri-Weekly Journal	32	186	36,903	130	2,539	51	364	18	18	—	2	15	June 29	71.30%	18.70%	6.00%	4.00%	.00%	.05	1.50
6-30-29	68,806	June 30	66,849	21	California Cultivator																			
6-30-29	840,617	March	842,944	—	Capper's Farmer	2,688	14,211	19,607	141,060	10,116	603,645	181,455	51,892	18,276	547	13	67	June 23	55.00%	23.20%	8.20%	14.20%	—	.05	1.00
6-30-29	300,130	June 30	373,247	—	Capper's Weekly				9,504	156	27,271	61,623	23,057	4,303	1,530	167	25	June 16	4.75%	30.70%	6.84%	9.62%	—	.05	.25
6-30-29	1,276,200	April	1,253,354	—	Comfort	24,760	100,057	251,685	214,730	109,850	175,963	109,687	46,792	47,646	—	2,136	—	April						.05	.25
6-30-29	63,530	June 15	53,466	—	Commercial Appeal			2,641		41,000	1,979	14,500			618	—	3,374	Mar. 27	57.80%	26.60%	3.34%	2.26%	9.80%	.05	.25
6-30-29	60,615	June 30	48,452	—	Constitution, Tri-Weekly	73	283	23,278	993	16,520	252	6,691	156	81	—	20	26	June 16	74.00%	21.20%	2.00%	2.80%	—	.05	.50
6-30-29	1,616,216	March	1,360,039	250,307	Country Gentleman	117,843	365,223	131,103	231,856	67,357	290,585	89,836	65,975	141,070	—	98,186	16,654	March	13.00%	28.71%	10.31%	23.18%	.71%	.05	1.50
6-30-29	220,469	June	227,221	163	Dairy Farmer, The																			
6-30-29	84,898	June 15	87,134	—	Dakota Farmer, The	6,216	37,371	6,304	88,738	4,000	166,882	7,380	8,139	13,234	—	205	61	March	64.15%	21.25%	6.27%	8.33%	—	.05	.25
6-30-29	1,275,131	Feb.	1,309,814	17,482	Farm and Fireside						82,500		2,862		—	1,704	68	June 15	57.32%	24.00%	6.66%	2.32%	—	.05	1.00
6-30-29	24,700	June	20,854	—	Farm & Life Stock Record	61,122	158,365	99,536	298,297	86,020	344,358	99,077	70,738	99,786	—	2,206	207	Feb.	51.43%	25.70%	8.22%	14.30%	.00%	.05	.25
6-30-29	146,197	Apr 28	147,207	250	Farm and Ranch	158	641	16,262	2,208	3,816	2,496	6,836	264	31	—	12	21	June	33.87%	26.80%	11.77%	15.47%	—	.05	.50
6-30-29	150,931	June 30	157,700	—	Farmer, The	6	36	173	128	644	238	144,619	2,206	259	6	27	62	Apr 30	50.00%	27.00%	7.00%	7.00%	—	.05	.50
6-30-29	25,367	June	23,920	—	Farmers Home Journal				12,506		141,075		1,767		—	1,801	75	Dec. 31	72.07%	20.00%	3.62%	3.37%	.00%	.05	1.00
6-30-29	257,662	June	246,024	—	Farmer's Wife, The					15,941					—	7,920	18	10?	June	78.16%	7.46%	14.38%			.05	.50
6-30-29	1,343,130	June	1,338,736	11,906	Farm Journal	15,783	169,186	61,628	263,942	26,812	268,618	13,040	13,783	7,582	—	277	288	Dec.	58.96%	28.80%	5.74%	6.46%	.04%		.50
6-30-29	1,102,456	March	1,108,606	—	Farm Life	86,449	213,827	76,460	407,221	34,737	233,723	89,187	39,780	32,767	—	4,053	624	June	66.43%	18.20%	6.12%	10.91%	.34%	.10	.50
6-30-29	137,754	June 15	160,000	—	Farm, Stock and Home	53,149	140,116	128,975	300,150	107,950	237,477	87,540	35,922	21,844	—	730	1222	March	66.00%	29.65%	0.71%	17.74%	—	.05	.25
									6,490		140,864		1,255		3,200			June 15	71.80%	20.09%	6.14%	2.86%	.00%	.05	.25
6-30-29	144,667	June 25	148,696	67	Hoard's Dairyman	3,152	15,100	5,681	72,814	6,000	39,305	2,847	5,381	6,793	—	628	742	June 25	60.11%	22.45%	5.88%	10.48%	1.08%	.05	.25
6-30-29	21,536	May 31	31,617	—	Idaho Farmer																			
6-30-29	153,700	June 15	137,031	—	Illinois Farmer				41		141		29,902	1,178	346	6		May 31	47.25%	33.10%	6.61%	8.25%	4.49%	.05	.50
6-30-29	151,305	June 30	154,136	—	Indiana Farmer's Guide				154,590						2,641			June 15	62.30%	8.68%	3.34%	3.68%	—	.05	.50
6-30-29	166,856	June 25	167,463	—	Iowa Homestead				153,205	374					557			Dec. 31	85.05%	7.90%	2.00%	4.05%	.42%	.05	.50
									6,128		139,945				1,374	13	3	June 29	81.90%	11.10%	3.20%	3.70%	—	.05	1.00
6-30-29	465,971	June 27	466,405	—	Kansas City Star (Weekly)	109	539	719	2,031	675	304,491	137,830	16,041	1,837	—	68	65	June 27	69.41%	20.89%	4.81%	4.90%	—	.05	.50
6-30-29	122,190	June 30	124,184	—	Kansas Farmer (Mail&Breeze)				104		106,974	880	15,546	156	518	6	3	June 30	64.30%	21.62%	5.73%	7.87%	—	.05	.50
6-30-29	99,695	June 22	106,146	—	Michigan Business Farmer										2,200			June 22	88.84%	6.72%	1.43%	3.09%	—	.05	.50
6-30-29	90,774	June 30	104,217	—	Michigan Farmer				103,888						585	35	51	June 30	80.82%	11.39%	2.66%	—	5.44%	.05	.50
6-30-29	26,337	June 1	26,200	—	Missouri Farmer				103,592							1	35	June 1	69.92%	24.13%	4.34%	2.21%	—	.05	.50
6-30-29	151,454	June 15	152,000	—	Missouri Ruralist			15	112	7	26,015	19	18	11	—	6	4	June 15	67.72%	19.95%	6.25%	5.08%	—	.05	.50
6-30-29	63,249	June 15	69,982	—	Modern Farming				17,959		128,748	5,963	163		646	6	4	June 15	35.44%	46.00%	6.00%	11.99%	5.64%	.05	.50
6-30-29	26,473	June 15	27,606	—	Montana Farmer					24,068		42,218					2,676	June 15	18.85%	42.00%	8.70%	10.46%	—	.05	.50
											200		26,737	236	167	67		June 15						.05	.50
6-30-29	147,950	June 22	148,827	—	National Farm News	1,502	11,331	15,556	35,635	7,231	45,197	15,930	10,182	6,700	—	58	115	June 22	65.07%	26.02%	8.53%	10.25%	.03%	.05	.50
6-30-29	116,530	June 30	117,480	—	Nebraska Farmer						108,167		8,206		—	36	81	June 30	78.44%	14.28%	3.73%	3.61%	.94%	.05	.50
6-30-29	82,391	June	93,777	169	New Breeder's Gazette	1,717	6,463	5,000	29,266	5,218	32,600	3,572	6,565	3,191	—	2,102	771	416	June	49.95%	26.53%	7.96%	13.16%	2.41%	.10	.50
6-30-29	82,643	May 26	82,812	43	New England Homestead	61,324									—	1,683	31	7	May 26	54.76%	27.62%	4.87%	12.76%	.00%	.05	.50
6-30-29	130,204	June 30	132,418	—	Ohio Farmer, The																			
6-30-29	105,233	June 30	105,966	—	Ohio Stockman and Farmer		15,000	1,193	113,010	640														
6-30-29	184,168	June 15	188,279	—	Oklahoma Farmer-Stockman				103,267															
6-30-29	94,284	May 31	96,308	—	Oregon Farmer	4	50	102	382	252	5,331	180,978	972	305	—	1,801	13	5	June 30	84.68%	9.84%	1.92%	3.56%	—		
													391	33,976	190	9	33	June 15	52.57%	25.20%	9.13%	13.10%	—	.05	.50
6-30-29	119,891	May 31	120,123	—	Pacific Northwest Farm Trio													May 31	50.49%	23.87%	6.24%	7.91%	1.79%	.05	.50
6-30-29	48,124	June 30	46,165	105	Pacific Rural Press				44		141		30,635	58,235	1,020	43									
6-30-29	109,530	June 30	110,286	—	Pennsylvania Farmer		102,463	6,949					628	66,867	983	67	181	June 30	82.55%	25.62%	7.67%	13.34%	.71%	.05	.50
6-30-29	91,941	June 30	92,701	—	Ponna Stockman & Farmer			70,774	30,270						824	1	1	June 30	69.24%	22.12%	2.84%	5.66%		.05	.50
6-30-29	268,762	June 30	276,377	—	Pierce's Farm Weeklies										1,057			June 30	71.15%	23.83%	2.82%	4.00%	—	.05	.50
6-30-29	44,500	June	45,500	2,136	Poultry Success				100,717		169,540				4,085	39	6							.05	.50
6-30-29	180,600	June	179,742	7,000	Poultry Tribune	1,800	6,622	3,031	16,000	4,251	6,011	4,207	603	712	—	201	68	June	58.00%	25.00%	3.00%	14.00%	1.00%	.15	.50
6-30-29	241,656	June 30	265,186	—	Prairie Farmer	9,233	25,057	13,419	49,795	7,061	60,342	19,131	6,457	6,376	7,870	3,730	877	June	42.78%	25.28%	7.05%	20.39%	4.50%	.15	.50
6-30-29	691,000	June 30	692,591	—	Progressive Farmer				266,243		1,816						8,137	Dec. 31	66.36%	7.84%	3.80%	3.80%			
								106,213		139,582		168,904			5,814		30	Oct. 30	58.80%	22.30%	7.81%	9.09%	—	.05	1.00
6-30-29	359,000	June 30	350,943	80	Rural New Yorker	51,000	167,222	11,000	16,225	700	1,220	292	537	1,127	—	301	800	June 30	51.25%	27.74%	4.82%	14.53%	1.66%	.05	1.00
6-30-29	137,700	June 30	129,144	—	Semi-Weekly Farm News																			
6-30-29	46,000	June 15	41,830	—	So. Dakota Farmer & Breeder							125,213	2,800		1,122			May 15	64.00%	25.87%	3.13%	2.00%	1.34%	.05	.50
6-30-29	850,217	June 15	843,500	—	Southern Agriculturist						41,844				498			June 15	53.10%	23.00%	7.50%	6.40%		.05	1.00
6-30-29	202,800	June 15	199,226	—	Southern Planter				221,581	6,657	244,661	2,765	66,779		957		28	June 15	66.00%	25.00%	7.34%	11.87%	.01%	.05	.50
6-30-29	461,000	June 15	466,362	—	Southern Ruralist				177,471		19,282				2,549		16	June 15	23.13%	66.53%	7.16%	11.94%	1.39%	.05	.50
6-30-29	2,102,000		2,244,041	316	Standard Farm Paper Unit				200,000		153,180			25,433	7,817	23	900	June 15	49.91%	31.90%	6.80%	11.31%	—	.05	.50
6-30-29	1,402,000	March	1,015,584	4,000	Successful Farming	12,132	273,331	211,300	285,948	149,300	680,220	182,484	37,548	7,138	16,787	1,864	6,010							.05	.50
						24,015	70,921	34,000	375,920	29,142	391,457	42,091	28,253	19,850	—	344	71	March	64.28%	20.58%	5.47%	9.67%	—	.05	.25
6-30-29	15,610	May 20	15,000	—	Twice a Wk Spokesman-Review																			
													6,645	7,821	313	229		May 29	37.37%	45.73%	7.80%	6.65%	2.17%	.05	1.00
6-30-29	18,888	June 25	18,970	—	Utah Farmer								18,830		150			June 25	29.99%	32.05%	10.66%	15.72%	2.58%	—	.50
6-30-29	116,686	June 29	120,097	—	Wallace's Farmer				6,075		100,121				6,837	33	21	Nov. 11	77.80%	12.60%	4.00%	4.50%	.10%	.05	1.00
6-30-29	58,971	May 31	54,258	—	Washington Farmer								535	53,183	484	36		May 31	53.30%	28.95%	6.32%	9.94%	1.49%	.05	.50
6-30-29	72,100	June 15	72,644	—	Western Farm Life						11,225		61,141		280	8	4	Nov. 15	36.37%	43.15%	13.02%	17.34%	.12%	.05	.35
6-30-29	85,000	June 22	89,341	—	Wisconsin Agriculturist				87,821		721				691	6	2	June 22	80.54%	12.25%	2.31%	4.90%	—	.05	.50
6-30-29	160,707	June 28	166,804	—	Wisconsin Farmer				160,580		875				2,721	7	2	June 28	84.60%	10.10%	1.80%	3.50%	—	.05	1.00

Campaigning on the Sectional Basis

Farm Life has inaugurated a new policy of offering the advertiser its circulation of over 1,000,000 either as a whole or in sections corresponding to the country's National Distribution Districts.

You can concentrate in the section or sections where you have your distribution. Or where you wish to make a special try-out. Or where there's a weak spot in a general national distribution.

And your product will still carry the prestige of National Advertising.

T. W. LeQuatte, Publisher
50 East 42nd St., New York

Farm Life

SPENCER, INDIANA
35 E. Wacker Drive, Chicago

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122 (J. E. Gill resuming):

Exhibits Numbers 35, 36 and 37, being pages taken from the Standard Rate and Data Service of March, 1930, contain similar data to that which I have testified about as of June 30, 1929.

These exhibits were thereupon offered, admitted and read in evidence over similar objections and exceptions, and were as follows:

THE AGRICULTURAL SECTION

This section includes general agricultural papers, fruit, dairy, livestock, bee, poultry, etc. For the convenience of subscribers in selecting media in this section the publications are classified below

GENERAL

Agricultural Cotton Situation Assistant
Agricultural Leader Digest
Agricultural Review
Alberta Farmer & Calgary Weekly Herald (Canada)
Alberta Farm Journal (Canada)
American Agriculturist
American Farming
American Produce Grower
Arkansas Farmer
Associated Farm Papers
Better Crops with Plant Food
Bureau Farmer
California Cultivator
Canadian Unitist (Canada)
Canadian Agrarian Review (Canada)
Canadian Countryman (Canada)
Canadian Horticulturist (Canada)
Capper's Farmer
Co-operative Farmer
Country Gentleman
Country Guide (Canada)
Country Home, The
Country Life in B. C. (Canada)
Dakota Farmer
Family Herald and Weekly Star (Canada)
Farm and Garden Magazine
Farm and Home (Canada)
Farm and Live Stock Record
Farm and Market Journal
Farm and Ranch
Farm and Ranch Market Journal
Farm and Ranch Review (Canada)
Farm Ideas
Farm Journal
Farmer & Breeder
Farmer and Farm, Stock and Home
Farmer and Feeder
Farmer-and Stockman
Farmer's Advocate and Home Magazine (Canada)
Farmers Elevator Guide
Farmer's Exchange
Farmer's Home Journal
Farmer's Sun (Canada)
Farmer's Telegram
Farmer's Weekly Review
Farmer's Wife
Fletcher's State Rights Farming
Florida Farm & Grove
Florida Farmer
Florida Grower
Free Press Prairie Farmer (Canada)
Friendly Farmer
Georgia Farmer and Fruit Grower
Harrison's Home Farmer
Idaho Farmer
Illinois Farmer
Indiana Farmer's Guide, The
Iowa Farmer & Corn Belt Farmer
Island Farmer (Canada)
Journal of Agriculture and Horticulture (Canada)
Judith Basin Farmer
Kansas Farmer (Mail & Breeze)
Maritime Farmer and Co-operative Dairyman (Canada)
Maryland Farmer
Michigan Farmer
Michigan Patron
Missouri Farmer
Missouri Ruralist
Modern Agriculture
Montana Farmer
National Farm News
National Wool Grower
Nebraska Farmer
New England Homestead
Northwestern Farmer and Rancher
Nor'-West Farmer, The (Canada)
Ohio Farm Bureau News
Ohio Farmer
Oklahoma Farmer-Stockman
Ontario Farmer (Canada)
Oregon Farmer
Ottawa Farm Journal (Canada)
Par-ke Homestead
Pacific Northwest Farm Trio
Pacific Rural Press
Pennsylvania Farmer
Prairie Farmer
Progressive Farmer & Farm Woman
Rocky Mountain Husbandman
Rural Digest
Rural New Yorker
Saskatchewan Farmer (Canada)
Scientific Farmer
Scoop Shovel (Canada)
Sheep and Goat Raisers' Magazine
Southern Agriculturist
Southern Cultivator
Southern Planter
Southern Ruralist
Southwest Farmer
Southwest Plainsman
Southwestern Stockman-Farmer
Standard Farm Field Color Inserts
Standard Farm Paper Unit
Successful Farming
U. F. A. (The) (Canada)
Utah Farmer
Valley Farmer
Wallaces' Farmer and Iowa Homestead
Washington Farmer
Western Farmer (Canada)
Western Farm Life
Western Producer (Canada)
Wisconsin Agriculturist and Farmer
Wisconsin Homestead
Witness & Canadian Homestead (Canada)
Woman's Farm Journal
Wyoming Stockman-Farmer

DAIRY—See also "Milk & Milk Products" in Business Papers Section

Ayrshire Digest
California Dairyman
Dairy Farm Leader
Dairyman's Journal
Dairyman's Monthly Review
Dairymen's League News
Dairymen's Price Reporter
Dairy Tribune
Dixie Dairies
Farm and Dairy
Farm and Dairy (Canada)
Federation Guide
Goat World
Hoard's Dairyman
Interstate Milk Producers Review
Michigan Milk Messenger
New England Dairyman
Northwest Dairyman and Farmer
Ozark Farmer-Dairyman
Southern Dairyman
Standard Dairy Publications
Stark and Dairy Farmer
Vermont Dairy News

FRUIT—See also "Fruit" in Business Papers Section

American Fruit Grower
Better Fruit Magazine
California Citrograph
Citrus Industry
Citrus Leaves
Fruits and Gardens
Grape Belt & Chautauqua Farmer
Rural Sweet Chronicle
Sunnyside Standard

LIVE STOCK (General)

Arizona Cattleman and Farmer
Breeder's Gazette
Cattleman
Corn Belt Dailies:
Daily Drovers Journal
Daily Drovers Telegram
Daily Journal-Stockman
Daily Live Stock Reporter
Live Stock Markets
Live Stock Record
National Live Stock Producer
Producer, The (Denver)
Southwest Livestock
Stock Yards Journal
Western Breeders Journal

BREED PUBLICATIONS (Live Stock)

Aberdeen-Angus Journal
American Herdsman, The
American Hereford Journal
American Sheep Breeder
Ayrshire Digest
Chester White Journal
Chester White World
Duroc Journal Bulletin
Duroc Sentinel
Guernsey Breeders' Journal
Holstein Breeder and Dairyman
Holstein-Friesian World
Jersey Bulletin and Dairy World
National Duroc News
Poland China Advocate
Poland China Journal
Shorthorn World and Farm Magazine
Spotted Poland China Digest
Standard Breed Publications
Swine World
Weekly Live Stock Reporter

POULTRY—See also "Poultry and Poultry Products" in Business Papers Section

American Poultry Journal
Ancona World
Baby Chick
Canadian Poultry Review (Canada)
Canadian Poultry World (Canada)
Dixie Poultry Journal
Eastern Kansas Poultry News
Everybody's Poultry Magazine
Hatchery News
Hatchery Tribune
Inland Poultry Journal
International Baby Chick News
Leghorn World
Missouri Valley Poultry and Dairy Farmer
Modern Poultry Breeder
National Barred Rock (Poultry) Journal
National Farm & Poultry Journal
National Poultry Journal
New England Poultryman
Northeast Poultry Journal
"OK" Poultry Culture
Pa-ike Poultryman
Plymouth Rock Monthly
Poultry Craftsman and Breeder
Poultry Farmer and Rabbit Breeder
Poultry Herald
Poultry Item
Poultry Keeper
Poultry News
Poultry Press
Poultry Profits
Poultry Success
Poultry Tribune
Reliable Poultry Journal
Rhode Island Red Journal
Southeastern Poultry Journal
Southwest Poultry and Swine Breeder
Standard Poultry Journal
Turkey World
Washburg
Waverly Poultry Trio
Wyandotte Herald

PIGEONS & PET STOCK

American Pigeon Journal
American Pigeon Keeper
Small Stock Magazine

BEE

American Bee Journal
Beekeeper, The (Canada)
Gleanings in Bee Culture

FARM NEWSPAPERS

Alabama Times
Arkansas Gazette
Atlanta Tri Weekly Journal
Capper's Weekly
Clover Leaf Weeklies
Commercial Appeal
Constitution, Tri Weekly
Farmers' Weekly La Patrie (Canada)
Farmer's Weekly La Presse (Canada)
Kansas City Star Weekly
Semi-Weekly Farm News
Wichita Daily Stockman

FARM PAPERS IN FOREIGN LANGUAGE (except Canadian) appear in Foreign Language Section

Bulletin de la Ferme, Le (French) (Canada)
Bulletin des Agriculteurs, Le (French) (Canada)
Voix du Sol, La (Canada)

SPECIALIZED FARMING—See also "Grain" and "Mining, Flour, Feed and Cereal" in Business Papers Section

Burley Tobacco Bulletin & Dealer Farmer
Cotton News
Cotton Planter
Diamond Walnut News
Mountain States Beet Grower
Oklahoma Cotton Grower
South Dakota Wheat Grower
Western Irrigation
Wheat Grower
Wheat Growers Journal

FARM PRODUCE—See also "Produce" in Business Papers Section

Market Growers Journal

FARM PUBLICATIONS ISSUED BY COLLEGES

Poultry Science

POWER FARMING—See also "Farm Implements" in Business Papers Section

Agricultural Engineering
American Threshermen
Better Farm Equipment and Methods
Electricity on the Farm
Farm Mechanics

CO-OPERATIVE

Farmers Union Herald

FARMER'S ASSOCIATIONS

Arizona Producer
Arkansas Union Farmer
California County Farm Bureau Monthlies
Cotton Association News
Equity News
Equity Union Exchange
Erie County Farm & Home Bureau News
Farm Bureau News (Dallas, Texas)
Farm Bureau News (Bellingham, Wash.)
Grange News
Hoosier Farmer
Kansas Grange Monthly
Kansas Union Farmer
M Henry County Farm Bureau Bulletin
Michigan Farm Bureau News
Minnesota Leader
Missouri Farm Bureau News
National Gleaner Forum
National Grange Monthly
New State, The
Ohio State Grange Monthly
Oklahoma Union Farmer
Pennsylvania Farm Bureau News
Pennsylvania Grange News
Spokane County News
Stevens County Farm News
Tennessee Farm Bureau News
Virginia Union Farmer
West Virginia Farm News

AGRICULTURAL PAPERS CLASSIFIED ACCORDING TO STATES

ALABAMA
Alabama Times
Cotton Planter
Progressive Farmer & Farm Woman

ARIZONA
Arizona Cattleman and Farmer
Arizona Producer

ARKANSAS
Arkansas Farmer
Arkansas Gazette
Arkansas Union Farmer
Cotton Association News
Dixie Dairies

CALIFORNIA
California Citrograph
Calif. County Farm Bureau Mo.
California Cultivator
California Dairyman
Citrus Leaves
Diamond Walnut News
Farm and Garden Magazine
Farm and Ranch Market Journal
Pacific Rural Press
Poultry Craftsman and Breeder
Rosewood Standard
Western Irrigation

COLORADO
Mountain States Beet Grower
Producer
Western Farm Life

DISTRICT OF COLUMBIA
National Farm News
National Poultry Journal

FLORIDA
Citrus Industry
Farm and Live Stock Record
Florida Farm & Grove
Florida Farmer
Florida Grower
Sweet Chronicle

Baby Chick
Breeder's Gazette
Daily Drovers Journal
Daily Livestock Reporter
Dairy Farm Leader
Dairyman's Journal
Dairy Tribune
Equity Union Exchange
Farm Mechanics
Farmers Elevator Guide
Farmer's Weekly Review
Friendly Farmer
Hatchery Tribune
Illinois Farmer
Live Stock Markets
McHenry County Farm Bureau Bulletin
National Duroc News
National Live Stock Producer
Poultry Keeper
Poultry Tribune
Prairie Farmer
Shorthorn World and Farm Magazine
Standard Dairy Publications
Turkey World

INDIANA
Bureau Farmer
Chester White Journal
Farmer's Exchange
Goat World
Hoosier Farmer
Indiana Farmer's Guide, The
Inland Poultry Journal
Jersey Bulletin and Dairy World
Poland China Advocate
Woman's Farm Journal

IOWA
Aberdeen-Angus Journal
Chester White World
Duroc Sentinel
Harrison's Home Farmer
Iowa Farmer & Corn Belt Farmer
Leghorn World
Live Stock Record

KENTUCKY
Farmers Home Journal
Market Growers' Journal

LOUISIANA
Southern Dairyman

MARYLAND
Maryland Farmer

MASSACHUSETTS
National Grange Monthly
New England Dairyman
New England Homestead
New England Poultryman

MICHIGAN
Agricultural Engineering
Fruits and Gardens
Michigan Farm Bureau News
Michigan Farmer
Michigan Milk Messenger
Michigan Patron
Modern Poultry Breeder
National Barred Rock (Poultry) Journal
National Gleaner Forum

MINNESOTA
Clover Leaf Weeklies
Farmer and Farm, Stock and Home
Farmers Union Herald
Farmer's Wife
Minnesota Leader
National Farm & Poultry Journal
Poultry Herald
Stock and Dairy Farmer

MISSOURI
Agricultural Review
American Hereford Journal
American Pigeon Journal
Better Farm Equipment and Methods

NEBRASKA
Daily Journal-Stockman
Duroc Journal Bulletin
Nebraska Farmer
New State, The

NEW HAMPSHIRE
Guernsey Breeder's Journal

NEW YORK
American Agriculturist
Ancona World
Better Crops with Plant Food
Country Home, The
Dairymen's League News
Electricity on the Farm
Erie County Farm and Home Bureau News
Grape Belt & Chautauqua Farmer
Hatchery News
Holstein-Friesian World
Rural Digest
Rural New Yorker

NORTH DAKOTA
Farm Ideas
Wheat Grower

OHIO
Dairymen's Monthly Review
Farm and Dairy
Gleanings in Bee Culture
Ohio Farm Bureau News
Ohio Farmer
Ohio State Grange Monthly
Poultry Success
Reliable Poultry Journal

OKLAHOMA
Oklahoma Cotton Grower
Oklahoma Farmer-Stockman
Oklahoma Union Farmer
"OK" Poultry Culture

SOUTH CAROLINA
Cotton News

SOUTH DAKOTA
Dakota Farmer
Farmer & Breeder
South Dakota Wheat Grower

TENNESSEE
Burley Tobacco Bulletin and Poultry Farmer
Commercial Appeal
Dixie Poultry Journal
Southern Agriculturist
Tennessee Farm Bureau News

TEXAS
Cattleman
Farm and Ranch
Farm Bureau News
Fletcher's State Rights Farming
Poultry News
Semi Weekly Farm News
Sheep & Goat Raisers' Magazine
Southwestern Farmer-Stockman
Southwestern Poultry Journal
Southwest Plainsman
Southwest Poultry and Swine Breeder
Valley Farmer
Weekly Live Stock Reporter

UTAH
National Wool Grower
Utah Farmer

VERMONT
Ayrshire Digest
Vermont Dairy News

VIRGINIA
Poultry Profits
Southern Planter
Virginia Union Farmer

Merlin Hull's Farm News
Poultry Farmer and Rabbit Breeder
Wisconsin Agriculturist & Farmer
Wisconsin Homestead

WYOMING
Northwestern Farmer and Rancher
Wyoming Stockman-Farmer

CANADA

ALBERTA
Alberta Farmer and Calgary Weekly Herald
Alberta Farm Journal
Farm and Ranch Review
U. F. A. (The)
Western Farmer

BRITISH COLUMBIA
Country Life in B. C.
Farm and Home

MANITOBA
Country Guide
Free Press Prairie Farmer
Nor'-West Farmer, The
Scoop Shovel

NEW BRUNSWICK
Maritime Farmer & Co-operative Dairyman

ONTARIO
Beekeeper, The
Canadian Unitist
Canadian Countryman
Canadian Horticulturist
Canadian Poultry Journal
Canadian Poultry Review
Farm and Dairy
Farmer's Advocate and Home Magazine
Farmers' Sun
Ontario Farmer

CANADA

Canadian Horticulturist (Canada)
Canadian Ayrshire Review (Canada)
Canadian Countryman (Canada)
Canadian Horticulturist (Canada)
Capper's Farmer
Cooperative Farmer
Country Gentleman
Country Guide (Canada)
Country Home, The
Country Life in B. C. (Canada)
Dakota Farmer
Family Herald and Weekly Star (Canada)
Farm and Garden Magazine
Farm and Home (Canada)
Farm and Live Stock Record
Farm and Market Journal
Farm and Ranch
Farm and Ranch Market Journal
Farm and Ranch Review (Canada)
Farm Ideas
Farm Journal
Farmer & Breeder
Farmer and Farm, Stock and Home
Farmer and Feeder
Farmer and Stockman
Farmer's Advocate and Home Magazine (Canada)
Farmers Elevator Guide
Farmer's Exchange
Farmer's Home Journal
Farmer's Sun (Canada)
Farmer's Telegram
Farmer's Weekly Review
Farmer's Wife
Fletcher's State Rights Farming
Florida Farm & Grove
Florida Farmer
Florida Grower
Free Press Prairie Farmer (Canada)
Friendly Farmer
Georgia Farmer and Fruit Grower
Harrison's Home Farmer
Idaho Farmer
Illinois Farmer
Indiana Farmer's Guide, The
Iowa Farmer & Corn Belt Farmer
Island Farmer (Canada)
Journal of Agriculture and Horticulture (Canada)
Judith Basin Farmer
Kansas Farmer (Mail & Breeze)
Maritime Farmer and Co-operative Dairyman (Canada)
Oklahoma Farmer-Stockman
Ontario Farmer (Canada)
Oregon Farmer
Ottawa Farm Journal (Canada)
Pac fic Homestead
Pacific Northwest Farm Trio
Pacific Rural Press
Pennsylvania Farmer
Prairie Farmer
Progressive Farmer & Farm Woman
Rocky Mountain Husbandman
Rural Digest
Rural New Yorker
Saskatchewan Farmer (Canada)
Scientific Farmer
Scoop Shovel (Canada)
Sheep and Goat Raisers' Magazine
Southern Agriculturist
Southern Cultivator
Southern Planter
Southern Ruralist
Southwest Farmer
Southwest Plainsman
Southwestern Stockman-Farmer
Standard Farm Field Crop Inserts
Standard Farm Paper Unit
Successful Farming
U. F. A. (The) (Canada)
Utah Farmer
Valley Farmer
Wallaces' Farmer and Iowa Homestead
Washington Farmer
Western Farmer (Canada)
Western Farm Life
Western Producer (Canada)
Wisconsin Agriculturist and Farmer
Wisconsin Homestead
Witness & Canadian Homestead (Canada)
Woman's Farm Journal
Wyoming Stockman-Farmer

DAIRY—See also "Milk & Milk Products" in Business Papers Section

Ayrshire Journal
California Dairyman
Dairy Farm Leader
Dairyman's Journal
Dairyman's Monthly Review
Dairymen's League News
Dairymen's Price Reporter
Dairy Tribune
Dixie Dairies
Farm and Dairy
Farm and Dairy (Canada)
Federation Guide
Goat World
Citrus Industry
Citrus Leaves
Fruits and Gardens
Grape Belt & Chautauqua Farmer
Reid-Sweet Chronicle
Suncrest Standard

LIVE STOCK (General)

Arizona Cattleman and Farmer
Breeder's Gazette
Cattleman
Corn Belt Dailies:
Daily Drovers Journal
Daily Drovers Telegram
Daily Journal-Stockman
Daily Live Stock Reporter
Live Stock Markets
Live Stock Record
National Live Stock Producer
Producer, The (Denver)
Southeast Livestock
Stock Yards Journal
Western Breeders Journal

BREED PUBLICATIONS (Live Stock)

Aberdeen-Angus Journal
American Herdsman, The
American Hereford Journal
American Sheep Breeder
Ayrshire Digest
Chester White Journal
Chester White World
Duroc Journal Bulletin
Duroc Sentinel
Guernsey Breeders' Journal
Holstein Breeder and Dairyman
Holstein Friesian World
Jersey Bulletin and Dairy World
National Duroc News
Poland China Advocate
Poland China Journal
Shorthorn World and Farm Magazine
Spotted Poland China Digest
Standard Breed Publications
Swine World
Weekly Live Stock Reporter

POULTRY—See also "Poultry and Poultry Products" in Business Papers Section

American Poultry Journal
Aurora World
Baby Chick
Northwest Poultry Journal
"OK" Poultry Culture
Pacific Poultryman
Plymouth Rock Monthly
Poultry Craftsman and Breeder
Poultry Farmer and Rabbit Breeder
Poultry Herald
Poultry Item
Poultry Keeper
Poultry News
Poultry Press
Poultry Profits
Poultry Success
Poultry Tribune
Reliable Poultry Journal
Rhode Island Red Journal
Southeastern Poultry Journal
Southwest Poultry and Swine Breeder
Standard Poultry Journal
Turkey World
Waste-egg
Waverly Poultry Trio
Wyandotte Herald

PIGEONS & PET STOCK

American Pigeon Journal
American Pigeon Keeper
Small Stock Magazine

BEE

American Bee Journal
Beekeeper, The (Canada)
Gleanings in Bee Culture

FARM NEWSPAPERS

Alabama Times
Arkansas Gazette
Atlanta Tri Weekly Journal
Capper's Weekly
Clover Leaf Weeklies
Commercial Appeal
Constitution, Tri Weekly
Farmers' Weekly La Patrie (Canada)
Farmer's Weekly La Presse (Canada)
Kansas City Star Weekly
Semi-Weekly Farm News
Wichita Daily Stockman

FARM PAPERS IN FOREIGN LANGUAGE (except Canadian) appear in Foreign Language Section

Bulletin de la Ferme, Le (French) (Canada)
Bulletin des Agriculteurs, Le (French) (Canada)
Voix du Sol, La (Canada)
Market Growers Journal

FARM PUBLICATIONS ISSUED BY COLLEGES

Poultry Science

POWER FARMING—See also "Farm Implements" in Business Papers Section

Agricultural Engineering
American Thresherman
Better Farm Equipment and Methods
Electricity on the Farm
Farm Mechanics

CO-OPERATIVE

Farmers Union Herald

FARMER'S ASSOCIATIONS

Arizona Producer
Arkansas Union Farmer
California County Farm Bureau Monthlies
Cotton Association News
Equity News
Equity Union Exchange
Erie County Farm & Home Bureau News
Farm Bureau News (Dallas, Texas)
Farm Bureau News (Bellingham, Wash.)
Grange News
Hoosier Farmer
Kansas Grange Monthly
Kansas Union Farmer
McHenry County Farm Bureau Bulletin
Michigan Farm Bureau News
Minnesota Leader
Missouri Farm Bureau News
National Gleaner Forum
National Grange Monthly
New State, The
Ohio State Grange Monthly
Oklahoma Union Farmer
Pennsylvania Farm Bureau News
Pennsylvania Grange News
Spokane County News
Stevens County Farm News
Tennessee Farm Bureau News
Virginia Union Farmer
West Virginia Farm News

AGRICULTURAL PAPERS CLASSIFIED ACCORDING TO STATES

ALABAMA
Alabama Times
Cotton Planter
Progressive Farmer & Farm Woman

ARIZONA
Arizona Cattleman and Farmer
Arizona Producer

ARKANSAS
Arkansas Farmer
Arkansas Gazette
Arkansas Union Farmer
Cotton Association News
Dixie Dairies

CALIFORNIA
California Citrograph
Calif. County Farm Bureau Mo.
California Cultivator
California Dairyman
Citrus Leaves
Diamond Walnut News
Farm and Garden Magazine
Farm and Ranch Market Journal
Pacific Rural Press
Poultry Craftsman and Breeder
Rosecrest Standard
Western Irrigation

COLORADO
Mountain States Beet Grower
Producer
Western Farm Life

DISTRICT OF COLUMBIA
National Farm News
National Poultry Journal

FLORIDA
Citrus Industry
Farm and Live Stock Record
Florida Farm & Grove
Florida Farmer
Florida Grower
Reid-Sweet Chronicle

GEORGIA
Atlanta Tri-Weekly Journal
Constitution, Tri-Weekly
Georgia Farmer & Fruit Grower
Southwest Livestock
Southern Cultivator
Southern Ruralist

IDAHO
Idaho Farmer

ILLINOIS
Agricultural Leaders' Digest
American Bee Journal
American Farming
American Fruit Grower
American Exchange, The
American Poultry Keeper
American Poultry Journal
American Rabbit Grower
American Sheep Breeder
Baby Chick
Breeder's Gazette
Daily Drovers Journal
Daily Livestock Reporter
Dairy Farm Leader
Dairyman's Journal
Dairy Tribune
Equity Union Exchange
Farm Mechanics
Farmers Elevator Guide
Farmer's Weekly Review
Friendly Farmer
Hatchery Tribune
Illinois Farmer
Live Stock Markets
McHenry County Farm Bureau Bulletin
National Duroc News
National Live Stock Producer
Poultry Keeper
Poultry Tribune
Prairie Farmer
Shorthorn World and Farm Magazine
Standard Dairy Publications
Turkey World

INDIANA
Bureau Farmer
Chester White Journal
Farmer's Exchange
Goat World
Hoosier Farmer
Indiana Farmer's Guide, The
Inland Poultry Journal
Jersey Bulletin and Dairy World
Poland China Advocate
Woman's Farm Journal

IOWA
Aberdeen-Angus Journal
Chester White World
Duroc Sentinel
Harrison's Home Farmer
Iowa Farmer & Corn Belt Farmer
Leghorn World
Live Stock Record
Modern Agriculture
Plymouth Rock Monthly
Rhode Island Red Journal
Small Stock Magazine
Swine World
Successful Farming
Wallaces' Farmer and Iowa Homestead
Waverly Poultry Trio
Wyandotte Herald

KANSAS
Capper's Farmer
Capper's Weekly
Eastern Kansas Poultry News
Kansas Farmer (Mail & Breeze)
Kansas Grange Monthly
Kansas Union Farmer
Southwest Farmer
Wheat Growers' Journal
Wichita Daily Stockman

KENTUCKY
Farmers Home Journal
Market Growers' Journal

LOUISIANA
Southern Dairyman

MARYLAND
Maryland Farmer

MASSACHUSETTS
National Grange Monthly
New England Dairyman
New England Homestead
New England Poultryman

MICHIGAN
Agricultural Engineering
Fruits and Gardens
Michigan Farm Bureau News
Michigan Farmer
Michigan Milk Messenger
Michigan Patron
Modern Poultry Breeder
National Barred Rock (Poultry) Journal
National Gleaner Forum

MINNESOTA
Clover Leaf Weeklies
Farmer and Farm Stock and Home
Farmers Union Herald
Farmer's Wife
Minnesota Leader
National Farm & Poultry Journal
Poultry Herald
Stock and Dairy Farmer

MISSOURI
Agricultural Review
American Hereford Journal
American Pigeon Journal
Better Farm Equipment and Methods
Co-operative Farmer
Daily Drover's Telegram
Farmer and Stockman
International Baby Chick News
Kansas City Star-Weekly
Missouri Farm Bureau News
Missouri Farmer
Missouri Ruralist
Missouri Valley Poultry and Dairy Farmer
Ozark Farmer-Dairyman
Poland China Journal
Spotted Poland China Digest
Standard Poultry Journal
Stock Yards Journal

MONTANA
Judith Basin Farmer
Montana Farmer
Rocky Mountain Husbandman
Scientific Farmer

NEBRASKA
Daily Journal-Stockman
Duroc Journal Bulletin
Nebraska Farmer
New State, The

NEW HAMPSHIRE
Guernsey Breeder's Journal

NEW YORK
American Agriculturist
Aurora World
Better Crops with Plant Food
Country Home, The
Dairymen's League News
Electricity on the Farm
Erie County Farm and Home Bureau News
Grape Belt & Chautauqua Farmer
Hatchery News
Holstein-Friesian World
Rural Digest
Rural New Yorker

NORTH DAKOTA
Farm Ideas
Wheat Grower

OHIO
Dairyman's Monthly Review
Farm and Dairy
Gleanings in Bee Culture
Ohio Farm Bureau News
Ohio Farmer
Ohio State Grange Monthly
Poultry Success
Reliable Poultry Journal

OKLAHOMA
Oklahoma Cotton Grower
Oklahoma Farmer-Stockman
Oklahoma Union Farmer
"OK" Poultry Culture

OREGON
Angora Journal
Better Fruit Magazine
Northwest Poultry Journal
Oregon Farmer
Pacific Homestead
Western Breeder's Journal

PENNSYLVANIA
Country Gentleman
Dairymen's Price Reporter
Everybody's Poultry Magazine
Farm Journal
Holstein Breeder and Dairyman
Interstate Milk Producers Review
Pennsylvania Farm Bureau News
Pennsylvania Farmer
Pennsylvania Grange News
Poultry Item
Poultry Press

SOUTH CAROLINA
Cotton News

SOUTH DAKOTA
Dakota Farmer
Farmer & Breeder
South Dakota Wheat Grower

TENNESSEE
Burley Tobacco Bulletin and Poultry Farmer
Commercial Appeal
Dixie Poultry Journal
Southern Agriculturist
Tennessee Farm Bureau News

TEXAS
Cattleman
Farm and Ranch
Farm Bureau News
Fletcher's State Rights Farming
Poultry News
Semi Weekly Farm News
Sheep & Goat Raisers' Magazine
Southwestern Farmer-Stockman
Southwestern Poultry Journal
Southwest Plainsman
Southwest Poultry and Swine Breeder
Valley Farmer
Weekly Live Stock Reporter

UTAH
National Wool Grower
Utah Farmer

VERMONT
Ayrshire Digest
Vermont Dairy News

VIRGINIA
Poultry Profits
Southern Planter
Virginia Union Farmer

WASHINGTON
Farm and Market Journal
Farm Bureau News
Grange News
Northwest Dairyman and Farmer
Pacific Poultryman
Spokane County News
Stevens County Farm News
Wasaweag
Washington Farmer

WEST VIRGINIA
West Virginia Farm News

WISCONSIN
American Thresherman
Dairy News
Farmer and Dealer
Farmers Telegram
Federation Guide
Hoard's Dairyman
Merlin Hull's Farm News
Poultry Farmer and Rabbit Breeder
Wisconsin Agriculturist & Farmer
Wisconsin Homestead

WYOMING
Northwestern Farmer and Rancher
Wyoming Stockman-Farmer

CANADA

ALBERTA
Alberta Farmer and Calgary Weekly Herald
Alberta Farm Journal
Farm and Ranch Review
U. F. A. (The)
Western Farmer

BRITISH COLUMBIA
Country Life in B. C.
Farm and Home

MANITOBA
Country Guide
Free Press Prairie Farmer
Nor-West Farmer, The
Scoop Shovel

NEW BRUNSWICK
Maritime Farmer & Co-operative Dairyman

ONTARIO
Beekeeper, The
Canadian Countryman
Canadian Horticulturist
Canadian Poultry Journal
Canadian Poultry Review
Farm and Dairy
Farmer's Advocate and Home Magazine
Farmers' Sun
Ontario Farmer
Ottawa Farm Journal
Voix du Sol, La

PRINCE EDWARD ISLAND
Island Farmer, The

QUEBEC
Bulletin de la Ferme, Le (French)
Bulletin des Agriculteurs, Le (French)
Canadian Ayrshire Review
Family Herald & Weekly Star
Farmer's Weekly La Patrie
Farmer's Weekly La Presse
Journal of Agriculture and Horticulture
Witness and Canadian Homestead

SASKATCHEWAN
Saskatchewan Farmer
Western Producer

EXHIBIT NO. 35.
123
EXHIBIT No. 35
Oscar H. Carpenter
103

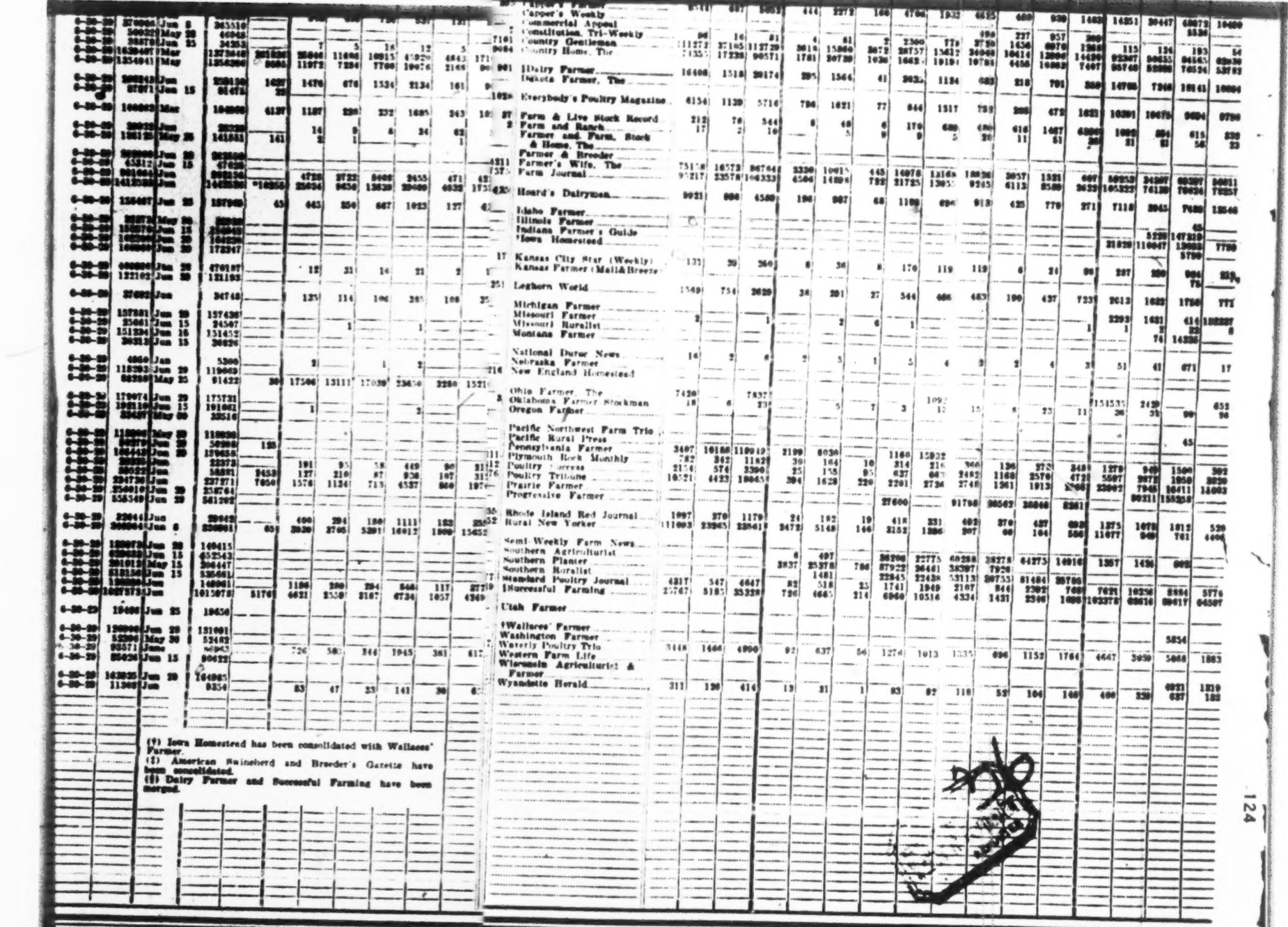
Period Ending	Net Paid Average	Distrib. Taken from Issue of	Total Net Paid of Distribution		NEW ENGLAND STATES						Name of Publication Listing Only Papers Which Are Members of A. B. C	Middle Atlantic States			South Atlantic States								East North Central			
			Mail	Newsstd	Me.	N.H.	Vt.	Mass.	R.I.	Conn.		N.Y.	N.J.	Pa.	Dela.	Md.	D.C.	Va.	W.Va.	N.C.	S.C.	Ga.	Fla.	Ohio	Ind.	Ill.	Mich.
											*This Circulation Not Included In Distribution															
6-30-29	148000	Jun 29	152257		174	41	2987	2985	51	8427	American Agriculturist	10041	11458	13106	1138	2796								206			
6-30-29	38161	Jun	39766		9579	2196	2040	11747	1100	3675	American Fruit Grower	1919	5774	3600	787	5518	219	2052	3134	1007	220	602	6636	15110	8768	10787	12564
6-30-29	34611	Jun	35790	3000	2301	1270	1000	3833	619	1571	American Poultry Journal	111	2700	12511	359	1774	153	5022	6400	7010	8751	7771	8043	14600	10035	17252	10022
6-30-29	6300	Jun	6801		236	129	80	279	34	121	(3)American Swineherd	2190		1200	62	348	90	669	671	1435	501	1011	300	4667	10227	6900	1700
6-30-29	41216	July 1	41156								Arkansas Farmer			2			21		3			3	5	3		2	9
6-30-29	30235	Mar 13	19319		3	1	12	1		2	Atlanta Tri-Weekly Journal	30	11	42	1	17	1	200	110	2281	1585	9040	1543	35	12	21	22
6-30-29	92337	Jun	90346	85	220	119	165	267	56	230	(Breeder's Gazette	2 70	231	16829	63	285	50	1361	934	843	274	457	183	8776	5484	10056	3804
6-30-29	48920	Jun 30	48585	900							California Cultivator																
6-30-29	870855	Jun	885320		542	638	736	537	131	85	Capper's Farmer	8544	667	5852	444	2272	100	6766	1923	6625	680	930	1682	14351	30447	48072	10480
6-30-29	370000	Jun 8	365510								Capper's Weekly															5536	
6-30-29	500325	May 28	46048								Commercial Appeal									490	227	957	300				
6-30-29	38678	Jun 15	34353		7	5	15	12	5	7	Constitution, Tri-Weekly	96	16	81	4	61	2	2300	770	2739	1456	6976	1360	115	126	193	54
6-30-29	1630467	Mar	1373648	261500	35046	11646	10915	61920	4843	17101	Country Gentleman	111272	37165	112729	3618	15860	3673	28737	15612	24040	10414	12000	14439	92307	50655	84565	62030
6-30-29	1354041	May	1256384	8885	11972	7284	7700	19976	2169	9064	Country Home, The	71355	17238	90571	1761	20739	1036	1062	10191	10784	6456	10803	7607	85748	52880	76524	52792
6-30-29	2000245	Jun	2208130	1627	1476	676	1534	2134	161	901	Dairy Farmer	16406	1518	20174	295	1564	61	3035	1134	662	218	781	350	14705	7368	18161	10004
6-30-29	87971	Jun 15	84674	22							Dakota Farmer, The																
6-30-29	190883	Mar	184800	4137	1187	229	232	1685	243	1020	Everybody's Poultry Magazine	6154	1139	5716	796	1621	77	844	1517	752	268	472	1621	16391	10673	9804	9790
6-30-29	39972	Jun	38330		14	9	8	34	62	37	Farm & Live Stock Record	212	78	544	8	48	6	170	680	480	610	1467	6800	1005	864	615	232
6-30-29	136135	May 25	141551	141	2	1			1	2	Farm and Ranch	17	2	10		5	9	9	5	29	11	51	30	21	23	58	23
6-30-29											Farmer and Farm, Stock & Home, The																
6-30-29	5838000	Jun 30	5828868								Farmer & Breeder																
6-30-29	45312	Jun 15	47025								Farmer's Wife, The																
6-30-29	901864	Jun	902156		4720	2732	8469	2655	471	4211	Farm Journal	75178	10573	84744	3330	10015	445	14078	12168	18020	3057	1521	607	59253	34387	60387	40011
6-30-29	1412538	Jun	1402838	*10850	25034	8450	13820	28000	4032	1757	Farm Journal	97217	23578	104333	4506	14804	722	21725	13057	9245	6113	8580	26322	105322	74126	70634	72257
6-30-29	156667	Jun 25	157940	63	665	350	667	1023	127	625	Hoard's Dairyman	9021	986	4589	198	987	68	1109	694	913	425	779	271	7118	3845	7680	12546
6-30-29	25272	May 29	25000								Idaho Farmer															65	
6-30-29	150570	Jun 15	154660								Illinois Farmer															5329	147319
6-30-29	142266	Jun 20	146020								Indiana Farmer's Guide															21028	110057	13053	7700
6-30-29	168049	Jun 30	172347								†Iowa Homestead															5700	
6-30-29	400004	Jun 26	470197		12	31	16	21	2	27	Kansas City Star (Weekly)	131	39	360	8	36	8	170	119	119	0	21	98	287	289	904	513
6-30-29	122102	Jun 30	122193								Kansas Farmer (Mail&Breeze															76	
6-30-29	31602	Jun	34748		135	114	166	381	109	251	Leghorn World	1549	754	3029	38	391	27	544	486	683	190	437	723	2013	1632	1786	771
6-30-29	157281	Jun 29	157439								Michigan Farmer															2292	1631	614	182397
6-30-29	25681	Jun 15	24507				1		1		Missouri Farmer	2		1			2	6	1				1	1	2	74	14336	
6-30-29	151234	Jun 15	151452								Missouri Ruralist																	
6-30-29	30233	Jun 15	30826								Montana Farmer																	
6-30-29	4950	Jun	5300		2		1	2			National Dairy News	14	2	6	2	5	1	5	4	3	2	4	3	51	41	671	17
6-30-29	118703	Jun 29	119069								Nebraska Farmer																	
6-30-29	88288	May 25	91422	38	17506	13111	17039	23450	2280	15216	New England Homestead																	
6-30-29	179074	Jun 29	175731								Ohio Farmer, The	7420		78377					1092					1145571	2439		652
6-30-29	198110	Jun 15	191001		1				3	8	Oklahoma Farmer-Stockman	18	6	239		5	7	3	13	15	8	22	11	38	33	99	36
6-30-29	85437	May 30	88516								Oregon Farmer																	
6-30-29	118000	May 29	118000								Pacific Northwest Farm Trio															65	
6-30-29	34879	Jun 29	30000	125							Pacific Rural Press																
6-30-29	148448	Jun 29	150654								Pennsylvania Farmer	3407	10186	11991	2190	6939		1160	15932								
6-30-29	28000	Jun	22273		191	93	58	449	90	311	Plymouth Rock Monthly	782	842	1182	30	164	10	314	216	960	136	278	348	1279	949	1500	302
6-30-29	30000	Jun	34291		127	210	97	938	107	312	Poultry	2176	574	3300	25	155	95	637	681	2482	1168	2570	4721	5507	3972	1850	2020
6-30-29	30000	Jun	29733	9453	1576	1134	713	4587	860	1976	Poultry Success	10321	4423	18045	394	1628	220	2201	3726	2748	1361	1913	2965	22992	7945	10411	14003
6-30-29	234736	Jun	227271	7050							Poultry Tribune															80231	158258	
6-30-29	256010	Jun 29	258764								Prairie Farmer																	
6-30-29	556349	Jun 29	561292								Progressive Farmer							27600		91706	28567	38648	6261				
6-30-29	22044	Jun	22942		600	394	180	1111	183	355	Rhode Island Red Journal	1097	370	1179	24	182	19	418	231	483	370	487	602	1375	1078	1813	530
6-30-29	268966	Jun 6	250001	651	8939	3705	5391	16012	1809	15652	Rural New Yorker	111093	23865	228619	9472	5148	146	2153	1306	907	60	104	586	11077	640	761	4496
6-30-29	188078	Jun 30	140415								Semi-Weekly Farm News																
6-30-29	650143	Jun 15	652543								Southern Agriculturist				6	497		28206	22775	60288	28278	64273	14016	1357	1436	995	
6-30-29	201918	May 15	206447								Southern Planter				3937	25378	700	67922	26461	38307	7929						
6-30-29	1121366	Jun 15	1126461								Southern Ruralist					1481		22845	23434	53113	30753	81484	38766				
6-30-29	149061		149061		1186	289	294	848	117	877	Standard Poultry Journal	4817	547	6647	82	518	25	1741	1949	2107	944	2302	709	7071	10250	8984	5776
6-30-29	1007570	Jun	1015078	5176	6631	3550	3187	6734	1057	4349	(Successful Farming	25767	5185	25329	726	4665	314	6960	10518	4534	1451	2346	1606	102378	68810	80617	64507
6-30-29	18400	Jun 25	18454								Utah Farmer																
6-30-29	131001		131001																							5854	
6-30-29	52206	Jun 30	53432								†Wallaces' Farmer																
6-30-29	80571	May 30	80963		726	561	344	1945	381	817	Washington Farmer																
6-30-29	89630	June 15	90623								Waverly Poultry Trio	3448	1466	4990	92	637	56	1278	1013	1335	696	1152	1764	6647	3659	5868	1883
											Western Farm Life																
6-30-29	163835	Jun 29	164985								Wisconsin Agriculturist & Farmer															4921	1319
6-30-29	11546	Jun	9854		83	47	33	141	39	63	Wyandotte Herald	311	198	414	13	31	1	83	92	116	52	104	140	499	329	637	183

(2) Iowa Homestead has been consolidated with Wallaces' Farmer.
(3) American Swineherd and Breeder's Gazette have been consolidated.
(4) Dairy Farmer and Successful Farming have been merged.

Southern Ruralist First in Paid Circulation in South

The paid circulation of the December 15th issue, by states, follows:

32,205 Kentucky 54,690 Arkansas 41,997



(†) Iowa Homestead has been consolidated with Wallaces' Farmer.
(‡) American Swineherd and Breeder's Gazette have been consolidated.
(§) Dairy Farmer and Successful Farming have been merged.

Southern Ruralist First in Paid Circulation in South

The paid circulation of the December 15th issue, by states, follows:

Virginia	32,205	Kentucky	54,690	Arkansas	41,997
West Virginia	37,862	Tennessee	50,266	Louisiana	47,945
North Carolina	67,746	Alabama	78,554	Oklahoma	9,818
South Carolina	42,142	Mississippi	79,931	Texas	30,537
Georgia	103,288	**Circulation Guarantee, 650,000**		Miscellaneous	7,445
Florida	40,908			Total Paid	725,334

Southern Ruralist, Atlanta, Georgia

MEMBER AUDIT BUREAU OF CIRCULATIONS

National Advertising Representatives: E. KATZ SPECIAL ADVERTISING AGENCY

EXHIBIT NO. 36.

States Wh.	East South Central States				West North Central States							Name of Publication	West South Central States				Mountain States								Pacific States			Miss. & Terr.
	Ky.	Tenn.	Ala.	Miss.	Minn.	Iowa	Mo.	N. D.	S. D.	Neb.	Kan.		Ark.	La.	Okla.	Tex.	ont.	Ida.	Wyo.	Colo.	N. M.	Ariz.	Utah	Nev.	Wash.	Ore.	Cal	
											*This	Circulation Not Included in Distribution																
												American Agriculturist																
2947	4226	873	1686	1550	1356	2947	12114	637	1918	1623	6435	American Fruit Grower	4918	1562	9130	1518	748	566	225	526	732	1012	601	166	1916	1723	12869	1044
7489	14404	7070	3865	5486	6812	7864	8771	3877	3337	6934	5562	American Poultry Journal	3949	3061	3321	7302	2222	1222	904	2903	731	547	994	227	2227	1864	5061	3194
2117	1898	941	1318	5419	1150	5385	1586	515	1360	1514	1254	[American Beekeeper	646	921	636	1106	597	365	183	593	170	81	188	69	386	304	6454	957
5	5	71	34	171	1	5	1269		6	1	26	Arkansas Farmer	31924	1432	1972	1134												
8	82	861	2562	701		6	16	1	2	3	9	Atlanta Tri-Weekly Journal	82	153	16	84	4	1		8	8		1		2	3	13	12
2142	2182	1332	868	681	2491	9067	4586	1376	1892	4827	4651	[Breeder's Gazette	505	141	1476	1581	1678	786	1016	2298	495	276	254	1186	779	924	10721	3067
												California Cultivator																
23035	6110	3439	3612	1366	58450	69301	98183	27784	22535	74292	58066	Capper's Farmer	14875	831	78959	27479	14926	3504	1709	24114	4451	2707	1966	674	5494	4868	11340	317
1438				192	3589	10062	98166	1858	8377	47734	110529	Capper's Weekly	1561	126	41422	10899	1468	643	1869	16305	934	227	196	118	849	732	1867	1475
	4206	7383	3056	15256			683					Commercial Appeal	9419	1247	373	415												2129
17	972	1725	6710	2297	189	33	185	17	16	10	29	Constitution, Tri-Weekly	1296	1385	394	468	29	15	17	22	29	10	6	1	15	15	86	77
20573	19443	21406	18218	19694	46118	61868	68794	26081	20656	21709	49067	Country Gentleman	15068	15430	29827	44451	21681	18817	6366	24302	4234	6413	6644	2571	43968	31225	68756	112892
49743	21196	12191	9553	10962	54411	82767	68974	28009	25465	45423	78472	Country Home, The	22916	7230	27977	28581	22329	12224	7156	12256	7375	9006	4610	2787	23434	16867	63068	2231
17500	2226	937	795	748	22120	31971	12752	7461	7096	7450	14787	[Dairy Farmer	2177	590	4009	2772	1076	1000	610	1440	197	210	886	654	1462	5075	5631	254
					8889			69100	46483			Dakota Farmer, The					2130											1869
3434	2284	893	492	2527	2976	5639	1880	695	1281	1640	1020	Everybody's Poultry Magazine	666	221	652	1277	275	222	191	466	122	73	97	34	530	363	1160	3029
119	672	1848	696	658	148	293	2154	886	139	165	284	Farm & Live Stock Record	2754	242	2018	710	30	6	82	185	44	9	4		17	21	37	24
6	17	77	108	156	8	15	86	3	3	12	83	Farm and Ranch	8422	3640	7155	119077	6	8	4	54	2136	116	2	2	11	10	1761	84
17230					1155008	50751		42128	34814			Farmer and Farm, Stock & Home, The					2729											3470
					2910	3490		2907	34659	1343		Farmer & Breeder																427
63088	12807	10523	430	522	71908	64615	39562	21871	17966	42267	85456	Farmer's Wife, The	991	242	17088	2579	6656	1926	786	3114	274	522	1816	168	2233	1652	43141	58
82191	19646	10273	9466	5074	70474	101158	46566	17256	21470	49390	50727	Farm Journal	7226	8154	23960	60783	6814	9507	2767	13427	2184	2662	5263	923	24466	15436	31525	429
49066	1561	1548	550	1560	11436	6641	3464	1175	1019	1777	3304	Hoard's Dairyman	678	642	1236	2988	788	2922	339	1035	146	212	656	77	1695	2032	1806	1724
					21	25				54	69	Idaho Farmer					1221	29100	164				621		683	228	279	446
												Illinois Farmer																2892
	250											Indiana Farmer's Guide																527
					4226	143683	4566		3662	10789		[Iowa Homestead																1622
130	197	160	95	130	230	30661	145186	109	295	29704	109500	Kansas City Star (Weekly)	39209	220	69586	22439	484	281	845	11704	2979	932	68	37	256	285	1958	171
						195	699			563	164500	Kansas Farmer (Mail&Breeze)	74		883	139			112	13730	110						158	474
1015	410	437	227	217	1019	1461	1569	134	263	500	1422	Leghorn World	616	260	864	1850	963	144	110	655	141	135	307	15	915	688	566	3824
												Michigan Farmer																861
			3		1		28	24319	1		6	Missouri Farmer	13		3	3		2	3	2	2		1	1	3	3	16	
						1856	127628			181	623	Missouri Ruralist	5584		276	84					158							572
								254	57			Montana Farmer					28197	173	1393									
186	5	6	7	127	498	898	614	164	321	691	456	National Duroc News	35	8	223	277	66	62	26	104	9	10	15		65	55	68	14
						3451	596		2286	106258	1830	Nebraska Farmer							1522	7781								1210
												New England Homestead																1404
	788																											1007
22	68	62	58	623	14	86	1463	17	19	73	2828	Oklahoma Farmer-Stockman	9884	323	129845	481611	15	25	22	246	622	104	3	2	25	47	236	14
												Oregon Farmer					58	165							566	31975	450	329
					21	85				54	69	Pacific Northwest Farm Trio					1455	29733	166				621		81598	22810	10368	1479
												Pacific Rural Press												625	77	383	48486	792
												Pennsylvania Farmer																797
443	868	886	163	126	696	1177	750	152	160	500	748	Plymouth Rock Monthly	268	122	446	907	164	75	67	277	73	62	66	16	272	345	387	2726
1100	2737	1353	1950	1219	8111	4490	889	176	129	1441	1083	Poultry Success	1036	1153	889	6940	116	34	47	341	188	133	22	6	113	98	539	722
6280	3818	2410	1423	1339	4870	9186	8180	1269	1249	5251	8311	Poultry Tribune	3373	2166	13538	10868	1789	819	756	2456	736	634	988	117	6819	1488	2784	30031
17618						1868						Prairie Farmer																2660
	39152	35239	53884	45025								Progressive Farmer	35613	17760	15488	118527												5475
422	601	438	282	266	768	1278	1120	189	335	988	1171	Rhode Island Red Journal	347	359	896	1889	504	162	121	567	142	120	80	15	760	473	989	2815
337	168	183	70	130	163	211	290	47	168	116	197	Rural New Yorker	64	9	71	103	77	96	35	147	56	30	22	15	197	196	474	360
												Semi-Weekly Farm News	3777	541	26750	104733												1494
	70001	51484	54389	65189			2186					Southern Agriculturist	44829	27483	13584	50367					2500							1176
	10426	2304										Southern Planter																2500
	27483	35044	68922	60862								Southern Ruralist	27694	30858	37922	18867												6498
3219	5029	3788	5373	1584	2908	6710	21292	1768	2967	6022	8642	Standard Poultry Journal	3084	855	6819	9910	1268	539	511	1977	458	278	437	68	825	698	1892	870
55388	14169	7751	2779	2414	62835	116842	72802	22170	22988	66476	58307	[Successful Farming	6987	1239	22324	15869	7389	3615	2388	8139	1482	891	1978	611	6811	8573	7516	786
												Utah Farmer					21	1755	163	68	8	66	14971	4561				173
					1793	116086	6885			1215		[Wallaces' Farmer																5239
												Washington Farmer					175	549							94204	616	880	710
1890	1124	1209	772	649	3481	4016	3134	464	664	2012	2336	Waverly Poultry Trio	1651	648	2170	6855	731	201	200	1		327	256	66	1930	1524	1485	10067
										10068	4448	Western Farm Life					6826	6387	6		178	9460	817					818
												Wisconsin Agriculturist & Farmer																1281
150504					960																							
208	348	348	90	52	488	563	371	106	134	286	439	Wyandotte Herald	118	41	226	874	86						17	5	80	68	94	1050

(1) Iowa Homestead has been consolidated with Wallaces' Farmer.
(2) American Beekeeper and Breeder's Gazette have been consolidated.
(3) Dairy Farmer and Successful Farming have been merged.

Subscription price of each paper, $3.00 per year. Net paid circulation over 100,000 guaranteed. Unit Service One Order, One Plate, One Billing.

General Offices: The Corn Belt Farm Dailies, Union Stock

THE · PUBLICATIONS · OF · THE · LIVE · STOCK · INDUSTRY

THE CORN BELT FARM DAILIES, issued from the four great live stock markets, reach the most consistently prosperous men in American agriculture *every day* with the vital information

With a total of more than four million agate lines in 1929, THE CORN BELT FARM DAILIES hold outstanding leadership in advertising volume. Advertisers recognize that an agricultural campaign to be

17300	2200	937	795	740	22120	21971	12750	7461	7006	7450	14787	(Dairy Farmer	2177	550	6000	8773	1072	1000	410	1000	187	270	863	650	1663	5075	5031		254
												Dakota Farmer, The					2150												
3494	2504	805	692	2167	5070	5639	1800	695	1351	1660	1020	Everybody's Poultry Magazine	606	251	653	1377	575	223	101	468	122	75	97	24	530	363	1100		3939
110	672	1900	600	6200	140	383	2154	350	120	165	284	Farm & Live Stock Record	2754	242	2010	710	30	0	62	185	44	0	4		17	21	27		24
0	17	77	160	1501	0	15	60	0	0	12	65	Farm and Ranch	6422	2640	7155	110077	0	0	4	54	2120	110	2	2	11	10	174		64
17220					1155000	50751		62120	84814			Farmer and Farm, Stock & Home, The					2720												3470
62000	12037	10522	620	522	71900	64615	30502	21871	17900	42207	85656	Farmer & Breeder																	42
82195	10660	10273	9000	3074	70474	101150	46500	17250	21470	49200	56727	Farmer's Wife, The	981	242	17000	2570	6056	1024	706	5110	270	522	1010	100	2220	1652	68161		50
												Farm Journal	7220	8154	22000	60722	6814	9507	2707	13427	5104	2602	5262	922	24446	15024	21225		629
49000	1561	1548	850	1500	11420	6461	3604	1175	1010	1777	2300	Hoard's Dairyman	478	642	1250	2920	700	2022	320	1035	166	212	650	77	1095	2022	1000		1524
					21	25				54	69	Idaho Farmer																	
	320											Illinois Farmer	1221	20100	164								621		602	220	270		440
												Indiana Farmer's Guide																	2000
					4220	143083	4560		2062	10720		Iowa Homestead																	527
120	197	160	85	130	220	20681	145180	100	205	20704	100260	Kansas City Star (Weekly)	20200	220	60500	22420	604	201	565	11704	2070	922	60	27	250	205	1050		1629
						105	600			562	104500	Kansas Farmer (Mail&Breeze)	74		660	120			112	12720	110						1560		171
1015	610	437	227	217	1010	1401	1200	134	242	800	1422	Leghorn World	410	200	864	1930	202	144	110	655	111	125	207	15	915	600	560		474
												Michigan Farmer																	3824
		2		1	1	20	24310	1		4	20	Missouri Farmer	12		2	2		2	2	7	2		1	1	2	2	10		861
						1800	127625			122	622	Missouri Ruralist	5500		276	84				150									572
								254	57			Montana Farmer					20197	172	1202										77
100	5	0	7	12	400	800	410	104	221	601	450	National Duroc News	25	0	222	277	60	62	20	104	0	10	15		65	55	60		14
						3451	500		2224	100525	1620	Nebraska Farmer							15022	7781									1210
												New England Homestead																	1000
	700											Ohio Farmer, The																	1007
22	40	62	58	62	14	80	1462	17	10	72	2020	Oklahoma Farmer-Stockman	6000	222	125065	68161	15	25	22	240	622	104	0	2	25	67	220		24
												Oregon Farmer					50	165							500	21075	650		329
					21	25				54	60	Pacific Northwest Farm Trio					1455	20720	164				622		62200	22010	10000		1470
												Pacific Rural Press												622	77	202	48000		702
												Pennsylvania Farmer																	70
442	0000	0000	102	120	000	1177	150	152	100	500	742	Plymouth Rock Monthly	250	122	000	007	104	75	67	277	75	02	00	10	270	001	507		2720
11000	2757	1252	1950	1210	011	4000	000	170	120	1041	1000	Poultry Parcels	1020	1152	220	0040	110	24	67	241	100	122	22	0	1127	00	520		722
02000	2010	0410	1422	1220	0070	0100	0100	1200	1240	5251	0011	Poultry Tribune	2272	2100	12550	10060	1700	010	750	0000	720	020	000	117	0010	1000	2700		50021
17010						1000						Prairie Farmer																	2000
	20102	22020	52004	45020								Progressive Farmer	25012	17700	15400	110527													5475
422	401	020	202	200	700	1272	1120	100	225	000	1171	Rhode Island Red Journal	247	200	200	1000	204	102	121	207	142	120	00	15	740	472	000		2010
227	100	102	70	120	102	211	200	47	100	110	107	Rural New Yorker	60	2	71	102	77	00	25	147	50	20	22	10	107	100	674		240
												Semi-Weekly Farm News	2777	541	20720	1047220					2500								1000
	70001	01404	00500	05100			2104					Southern Agriculturist	41020	27422	12500	50207													1170
	10020	2004										Southern Planter																	2200
	27402	25044	00022	00022								Southern Ruralist	27000	20050	2700	10007													0000
2210	5022	2700	2272	1104	2200	0710	21200	1750	2007	0022	0042	Standard Poultry Journal	2000	055	0210	0010	1200	500	511	1077	450	270	420	00	025	000	1000		270
55000	14102	7751	2770	2414	02000	0100002	72000	22170	22000	00070	02007	Successful Farming	0007	1220	22250	12000	7200	2012	2200	0120	1402	001	1072	411	0011	0070	7510		700
												Utah Farmer					21	1722	102	00	0	00	10071	4541					172
					1700	110000	0000			1212		Wallaces' Farmer																	0200
												Washington Farmer					172	040							00000	010	200		710
1000	1120	1200	772	000	2402	0010	5150	400	004	2012	2250	Weekly Poultry Trio	1051	000	2170	0000	721	201	200	1000	270	227	250	00	1000	1504	1402		10007
										10000	0000	Western Farm Life					0270	0207	0010		170	0000	017						010
												Wisconsin Agriculturist & Farmer																	
50504					000																								1201
2220	2000	1402	00	122	000	502	271	100	124	200	020	Wyandotte Herald	110	01	224	074	00						17	2	00	00	04		1020

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General Office: The Corn Belt Farm Dailies, Union Stock Yards, Chicago.

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With a total of more than four million agate lines in 1929, THE CORN BELT FARM DAILIES hold outstanding leadership in advertising volume. Advertisers recognize that an agricultural campaign to be complete must provide for *effective* coverage of the live stock field.

More than 100,000 Five-Dollar-a-Year circulation concentrated in the live stock producing territory—Illinois, Iowa, Nebraska, Kansas, Missouri and adjoining states.

Chicago Daily Drovers Journal
Omaha Daily Journal-Stockman
Kansas City Daily Drovers Telegram
St. Louis Daily Live Stock Reporter

The Corn Belt Farm Dailies

EXHIBIT NO. 37.

Publication	Rate Page Number	Issue Date	Total Rate Page Circulation	Total Rate Page "This"	Name of Publication (Listing Only Papers which Are Members of A.B.C.	Farmers Receiving this publication by Groups												Agreements to Give Answers to Questions							
						New England	Middle Atlantic	East North Central	East South Central	West North Central	West South Central	Mountain	Pacific	Canada (Prov.)	Canada (Maritime)	Canada (Prairie)	Foreign & U.S. Possessions	Issue	A.P.A.	Market Data	Use of Inquiry Blank	Crop Data	Number Offered	Subscription Price
					Circulation Not Included in Subscription																				
6-20-29	165,000	Jun 20	165,000	——	American Agriculturist	11,000	44,000	4,000	2,000	3,000	37,000	17,000	7,000	11,000		675	25	25	Mar 23	66,000	33,000	3,000	6,000	1,000	.05	1.50
6-20-29	105,000	Jun	107,000	——	American Farm Home	7,000	21,000	2,000	1,000	1,000	11,000	3,000	2,000	3,000					Mar	47,000	23,000	7,000	7,000	2,000	.05	1.50
6-20-29	265,000	Jun	267,000	2,000	American Poultry Journal	17,000	83,000	12,000	5,000	6,000	50,000	11,000	3,000	12,000		2,000	2,000	2,000	Mar	87,000	43,000	7,000	16,000	2,000	.15	1.50
6-20-29	62,000	Jun	62,000	——	[American Beekeeper	1,000	3,000	1,000	1,000	1,000	3,000	1,000	1,000	1,000		1,000	1,000	1,000	Mar	47,000	23,000	6,000	11,000	1,000	.05	1.50
6-20-29	11,000	May 1	11,000	——	Arkansas Farmer	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000		1,000	1,000	1,000	Mar 1	23,000	23,000	7,000	7,000	1,000	.05	1.50
6-20-29	35,000	Mar 15	35,000	——	Atlanta Tri-Weekly Journal	1,000	1,000	14,000	1,000	1,000	1,000	1,000	1,000	1,000		1,000	1,000	1,000	Mar 15	73,500	37,000	7,000	8,000	1,000	.05	1.50
6-20-29	92,000	Jun	96,000	4%	[Breeder's Gazette	3,000	6,000	6,000	30,000	6,000	30,000	2,000	2,000	7,000	2,000	2,000	2,000	2,000	Jun	38,000	37,000	6,000	18,000	2,000	.10	.50
6-20-29	65,000	Jun	65,000	650	Calif'nia Cultivator	1,000	2,000	2,000	1,000	1,000	2,000	1,000	1,000	1,000		1,000	1,000	1,000	Jun	35,000	33,000	5,000	15,000	——	.05	1.00
6-20-29	875,000	Jun	885,000	——	Capper's Farmer	5,000	14,000	17,000	127,000	10,000	494,000	105,000	40,000	21,000		2,000	2,000	2,000	Jun	88,000	35,000	6,000	7,000	——	.05	.25
6-20-29	270,000	Jun 9	345,000	——	Capper's Weekly	1,000	2,000	6,000	1,000	1,000	278,000	34,000	22,000	8,000		1,000	1,000	1,000	Jun 8	88,000	35,000	6,000	8,000	——	.05	.25
6-20-29	10,000	May 10	10,000	——	Commercial Appeal	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000		1,000	1,000	1,000	May 10	88,000	35,000	6,000	8,000	——	.05	.25
6-20-29	35,000	Jun 25	34,000	——	Constitution, Tri-Weekly	1,000	1,000	14,000	1,000	1,000	1,000	1,000	1,000	1,000		1,000	1,000	1,000	Jun 25	88,000	35,000	6,000	8,000	——	.05	.25
6-20-29	1,420,000	May	1,372,000	282,000	Country Gentleman	114,000	241,000	130,000	230,000	48,000	207,000	87,000	68,000	144,000		160,000	13,000	13,000	May	73,000	37,000	10,000	22,000	4,000	.05	.25
6-20-29	1,354,000	May	1,354,000	6,000	Country Home, The	87,000	192,000	92,000	220,000	88,000	370,000	80,000	80,000	103,000		5,000	6,000	6,000	Mar	58,000	30,000	6,000	14,000	3,000	.05	.25
6-20-29	900,000	Jun	950,000	1,000	[Dairy Farmer	6,000	30,000	7,000	67,000	6,000	260,000	11,000	7,000	12,000		100	100	100	Jun	48,000	18,000	5,000	7,000	2,000	.05	.25
6-20-29	87,000	Jun 15	91,000	50	Dakota Farmer, The						87,000			3,000		1,000	50	50	Jun 15	37,000	34,000	6,000	3,000	——	.05	1.00
6-20-29	160,000	Mar	164,000	6,000	Everybody's Poultry Magazine	6,000	13,000	7,000	32,000	4,000	15,000	8,000	1,000	2,000		1,000	1,000	1,000	Mar	37,000	30,000	6,000	10,000	2,000	.10	.50
6-20-29	30,000	Jun	30,000	——	Farm & Live Stock Record	1,000	4,000	2,000	2,000	2,000	2,000	1,000	1,000	1,000		1,000	1,000	1,000	Jun	23,000	27,000	6,000	12,000	——	.05	.50
6-20-29	136,000	May 25	141,000	100	Farm and Ranch	6,000	20,000	14,000	13,000	2,000	21,000	10,000	3,000	2,000		1,000	1,000	1,000	May 25	68,000	23,000	7,000	6,000	——	.05	——
6-20-29	202,000	Jun 20	203,000	——	Farmer and Farm Stock & Home, The			17,000			200,000			3,000		2,000	2,000	2,000	Jun 20	68,000	31,000	3,000	4,000	1,000	.05	1.00
6-20-29	45,000	Jun 15	47,000	——	Farmer & Breeder						47,000					1,000			Jun 15	61,000	28,000	6,000	7,000	——	.05	1.00
6-20-29	991,000	Jun	992,000	——	Farmer's Wife, The	22,000	176,000	64,000	208,000	64,000	384,000	21,000	14,000	8,000		656	67	67	Jun	58,000	27,000	6,000	8,000	2,000	.05	.25
6-20-29	1,112,000	Jun	1,448,000	10,000	Farm Journal	98,000	235,000	91,000	618,000	64,000	237,000	97,000	64,000	71,000		8,000	500	500	Jun	63,000	19,000	6,000	10,000	2,000	.10	.25
6-20-29	155,000	Jun 20	157,000	45	Hoard's Dairyman	2,000	15,000	5,000	31,000	5,000	80,000	5,000	4,000	5,000		800	800	800	Jun 20	41,000	21,000	5,000	10,000	2,000	.05	.25
6-20-29	30,000	May 20	30,000	——	Idaho Farmer				65		150		31,000	1,000		435	5		May 20	68,000	33,000	6,000	6,000	1,000	.05	.50
6-20-29	152,000	Jun 15	154,000	——	Illinois Farmer				152,000							2,000			Jun 15	61,000	27,000	3,000	6,000	——	.05	.25
6-20-29	162,000	Jun 20	164,000	——	Indiana Farmer's Guide				162,000	530						527			Jun 20	68,000	27,000	6,000	6,000	1,000	.05	1.00
6-20-29	172,000	Jun 20	173,000	——	Iowa Homestead				6,000		165,000					1,000	31	31	Jun 20	68,000	31,000	3,000	6,000	——	.10	1.00
6-20-29	600,000	Jun 27	670,000	——	Kansas City Star (Weekly)	99	430	500	1,000	500	300,000	143,000	16,000	1,500		66	66	66	Jun 20	71,000	19,000	4,000	4,000	——	.05	.50
6-20-29	122,000	Jun 6	121,000	——	Kansas Farmer (Mail&Breeze)				75		165,000	787	13,000	150		650	10	1	Jun 20	68,000	18,000	5,000	7,000	——	.05	1.00
6-20-29	37,000	Jun	34,000	——	Leghorn World	1,000	4,000	2,000	6,000	1,000	6,000	2,000	1,000	2,000		800	2,000	400	Jun	38,000	30,000	7,000	22,000	11,000	.10	.50
6-20-29	157,000	Jun 20	157,000	——	Michigan Farmer				150,000							800	33	6	Jun 20		30,000	10,000	2,000	1,000	.05	.50
6-20-29	26,000	Jun 15	24,000	——	Missouri Farmer	2,000	3,000	10,000	63	6,000	24,000	19,000	10,000	20,000				1,000	Jun 15	68,000	23,000	6,000	1,000	——	.05	1.00
6-20-29	143,000	Jun 15	151,000	——	Missouri Ruralist				14,000		130,000	6,000	150			500	6	1	Jun 15		67,000	10,000	6,000	2,000	.05	.50
6-20-29	30,000	Jun 15	30,000	——	Montana Farmer						811		20,000			700	52		Jun 15	19,000	10,000	10,000	10,000	——	.05	.50
6-20-29	4,000	Jun	5,000	——	National Dairy News	5	20	20	940	20	2,000	500	200	100				10	Jun	86,000	1,000	1,000	1,000	——	.05	.50
6-20-29	118,000	Jun 20	119,000	——	Nebraska Farmer						100,000		2,000			1,000		10	Jun 20	78,000	14,000	3,000	3,000	——	.05	1.00
6-20-29	80,000	May 25	91,000	20	New England Homestead	10,000										1,000	25	6	May 25	55,000	21,000	6,000	17,000	4,000	.05	1.00
6-20-29	170,000	Jun 20	175,000	——	Ohio Farmer, The		15,000	1,000	137,000	700							9	9	Jun 22	62,000	10,000	2,000	3,000	——	.05	.50
6-20-29	100,000	Jun 15	101,000	——	Oklahoma Farmer-Stockman	6,000	47,000	55,000	225,000	221,000	6,000	185,000	1,000	200			14	14	Jun 15	54,000	24,000	5,000	12,000	——	.05	.50
6-20-29	33,000	May 30	33,000	——	Oregon Farmer								300	22,000	300	6,000			May 30	46,000	22,000	5,000	6,000	2,000	.05	.50
6-20-29	110,000	May 20	110,000	——	Pacific Northwest Farm Trio				65,000		150,000		31,000	65,000	1,000	1,000	66,000										
6-20-29	50,000	Jun 20	50,000	125	Pacific Rural Press								600	68,000	500	500	30,000	100	Jun 20	52,000	24,000	7,000	15,000	——	.05	1.00
6-20-29	130,000	Jun 20	130,000	——	Pennsylvania Farmer		133,000	55,000					700	1,000	500	500	2,000	1,000	Jun 20	68,000	22,000	3,000	6,000	——	.05	.50
6-20-29	23,000	Jun	22,000	——	Plymouth Rock Monthly	1,000	3,000	1,000	4,000	500	4,000	1,000	700	1,000	500	500	2,000	1,000	Jun	25,000	28,000	6,000	21,000	16,000	.10	.50
6-20-29	10,000	Jun	10,000	2,000	Poultry Success	1,000	1,000	1,000	15,000	1,000	1,000	1,000	800	1,000	500	500	2,000	1,000	Jun	13,000	28,000	6,000	13,000	1,000	.15	.50
6-20-29	204,000	Jun	227,000	7,000	Poultry Tribune	10,000	23,000	16,000	68,000	7,000	60,000	30,000	8,000	15,000	15,000	15,000	4,000	877	Dec	48,000	31,000	6,000	20,000	7,000	.15	.50
6-20-29	250,000	Jun	250,000	——	Prairie Farmer				250,000		1,000					2,000			Dec 29	84,000	8,000	2,000	4,000	——		1.00
6-20-29	560,000	Jun 20	561,000	——	Progressive Farmer			107,000		171,000		107,000				8,000		22	Oct 27	18,000	33,000	7,000	8,000	——	.05	.50
6-20-29	32,000	Jun	30,000	——	Rhode Island Red Journal	2,000	2,000	2,000	2,000	1,000	2,000	2,000	1,000	2,000		1,000	1,000	1,000	Jun	30,000	27,000	6,000	20,000	2,000	.10	.50
6-20-29	240,000	Jun 6	238,000	65	Rural New Yorker	60,000	137,000	15,000	17,000	500	1,000	500	600	800				97	Dec 20	68,000	31,000	7,000	10,000	2,000	.05	1.00
6-20-29	120,000	Jun 20	100,000	——	Semi-Weekly Farm News							125,000	2,000			1,000			May 7	65,000	24,000	6,000	2,000	1,000	.05	1.00
6-20-29	650,000	Jun 15	650,000	——	Southern Agriculturist			227,000	8,000	273,000	2,000	130,000				1,000		27	Jun 15	18,000	24,000	7,000	10,000	1,000	.05	.50
6-20-29	300,000	May 15	300,000	——	Southern Planter			100,000		12,000						2,000	6	14	May 15	38,000	48,000	6,000	12,000	2,000	.05	.50
6-20-29	510,000	Jun 15	520,000	——	Southern Ruralist			267,000		200,000		50,000				6,000	65	67	Jun 15	48,000	32,000	7,000	10,000	——	.05	.50
6-20-29	120,000	Jun	120,000	——	Standard Poultry Journal	3,000	9,000	10,000	25,000	13,000	40,000	10,000	5,000	3,000		300	65	14	Jun	58,000	28,000	6,000	8,000	——	.05	.25
6-20-29	1,027,000	Jun	1,018,000	5,000	Successful Farming	82,000	80,000	80,000	281,000	57,000	200,000	44,000	27,000	19,000		411	300	300	Jun	43,000	36,000	6,000	16,000	——	.05	.25
6-20-29	19,000	Jun 20	19,000	——	Utah Farmer								19,000			154	13	6	Jun 20	38,000	22,000	20,000	14,000	2,000	——	.50
6-20-29	120,000	Jun 20	121,000	——	[Wallaces' Farmer				8,000		110,000					6,000	30	17	Nov 9	78,000	13,000	3,000	4,000	——	.05	1.00
6-20-29	80,000	May 20	80,000	——	Washington Farmer								500	1,000		675	30		May 20	68,000	27,000	6,000	6,000	1,000	.05	.50
6-20-29	85,000	Jun	84,000	——	Waverly Poultry Trio	4,000	9,000	8,000	16,000	3,000	10,000	8,000	4,000	5,000		2,000	6,000	1,000	May 10	38,000	41,000	11,000	15,000	.50	.05	1.00
6-20-29	85,000	Jun 15	90,000	——	Western Farm Life						14,000		75,000			500	6	2								
6-20-29	163,000	Jun 20	164,000	——	Wisconsin Agriculturist & Farmer				102,000		500					1,000	14	6	Jun 20	58,000	6,000	1,000	3,000	——	.05	1.00
6-20-29	11,000	Jun	9,000	——	Wyandotte Herald	500	851	600	1,000	200	2,000	797	342	342		902	700	65	Jun	38,000	23,000	7,000	20,000	17,000	.10	.50

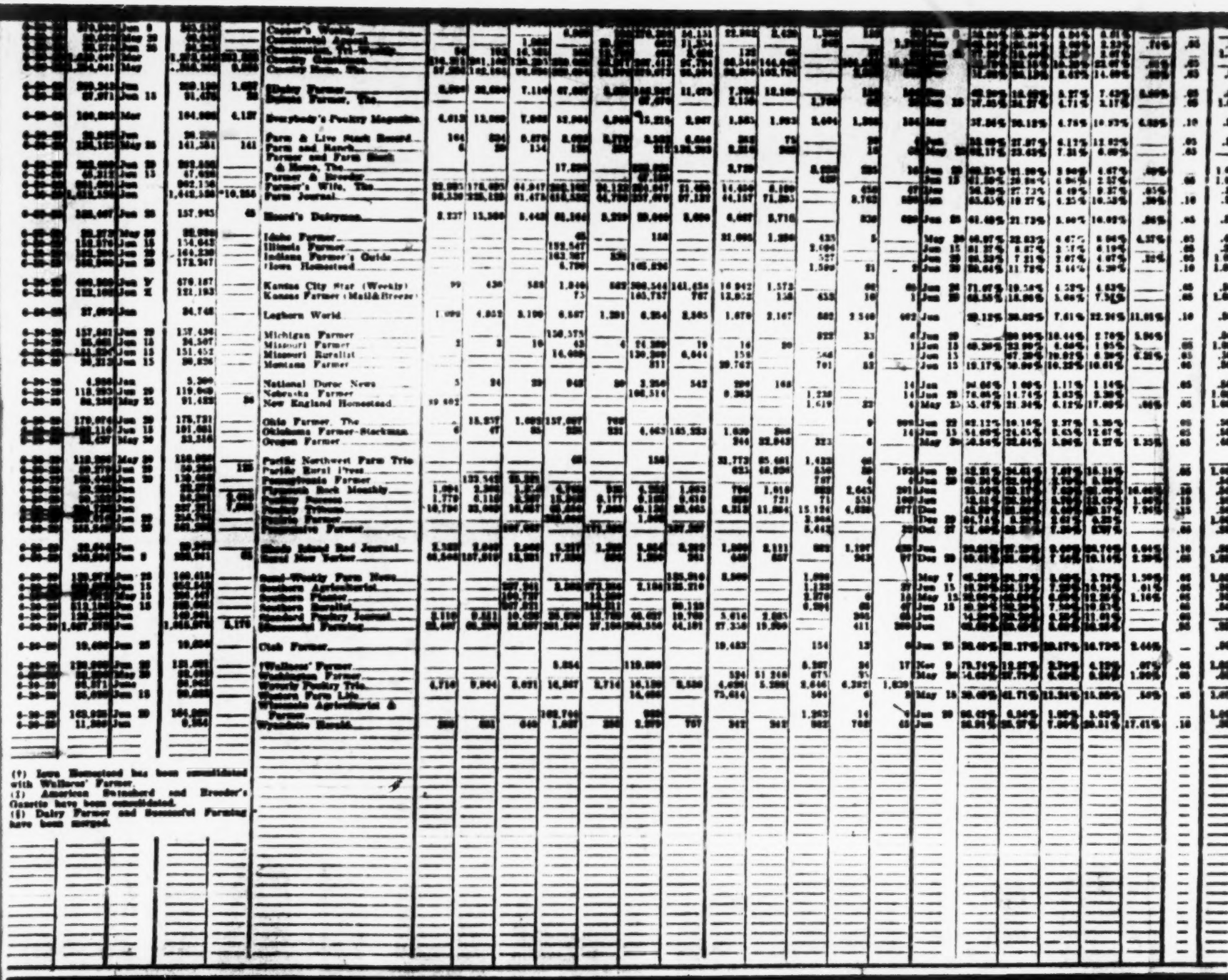
(f) Iowa Homestead has been consolidated with Wallaces' Farmer.
(j) American Beekeeper and Breeder's Gazette have been consolidated.
(l) Dairy Farmer and Successful Farming have been merged.

POULTRY TRIBUNE

National Advertisers Are Finding This 300,000 Circulation Profitable

Balsam Wool, Chevrolet, Celotex, Delco Light and Insulite are but a few of the national advertisers that are using Poul-

By linking up their products to the specific needs of the poultryman, these advertisers are cashing in on the one and



(†) Iowa Homestead has been consolidated with Wallaces' Farmer.
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(§) Dairy Farmer and Successful Farming have been merged.

POULTRY TRIBUNE

More Than

300,000

copies monthly in 1930

Read by real farmers and their wives to increase their poultry profits.

POULTRY TRIBUNE COMPANY
MOUNT MORRIS, ILLINOIS

National Advertisers Are Finding This 300,000 Circulation Profitable

Balsam Wool, Chevrolet, Celotex, Delco Light and Insulite are but a few of the national advertisers that are using Poultry Tribune. They have found over three hundred thousand buyers of farm and home needs who have a "better than average" income.

By linking up their products to the specific needs of the poultryman, these advertisers are cashing in on the one and one-half billion dollar income of the poultry industry. They all selected Poultry Tribune to carry their message, because it is

THE LEADING POULTRY PAPER

Poultry Tribune carried 33% more paid advertising during the twelve months of 1929, than did the second poultry paper. This leadership has been achieved because of the splendid results obtained for advertisers who use its columns.

New York—Billingsley & Kane
101 Park Ave., Caledonia 6097

Chicago, Ill.—J. C. Billingsley, Inc.
123 W. Madison St., Central 8065

127-131 Exhibits 38, 39 and 40, being pages from Standard Rate and Data Service publication of February, 1931, contain the same information covering June 30, 1930; were identified and admitted and read in evidence over objections and exceptions by the plaintiff. Said exhibits were as follows:

THE AGRICULTURAL SECTION

This section includes general agricultural papers, fruit, dairy, livestock, bee, poultry, etc. For the convenience of subscribers in selecting media in this section the publications are classified below

GENERAL

Agricultural College Magazines Associated
Agricultural Readers' Digest
Agricultural News
Agriculture Review
Alberta Farmer & Calgary Weekly Herald (Canada)
Alberta Farm Journal (Canada)
American Agriculturist
American Farming
Arkansas Farmer
Associated Farm Papers

Better Crops with Plant Food
Bureau Farmer

California Cultivator
Canadian Cutlost (Canada)
Canadian Ayrshire Review (Canada)
Canadian Countryman (Canada)
Canadian Horticulturist (Canada)
Capper's Farmer
Co-operative Farmer
Country Gentleman
Country Guide (Canada)
Country Home, The
Country Life in B. C. (Canada)

Dakota Farmer

Family Herald and Weekly Star (Canada)
Farm and Garden Magazine
Farm and Live Stock Record
Farm and Market Journal
Farm and Ranch
Farm and Ranch Review (Canada)
Farm Journal
Farmer and Farm, Stock and Home
Farmer and Feeder
Farmer and Stockman
Farmer's Advocate and Home Magazine (Canada)
Farmer's Exchange
Farmer's Home Journal
Farmer's Sun (Canada)
Farmer's Telegram
Farmer's Weekly Review
Farmer's Wife
Fletcher's State Rights Farming
Florida Farm & Grove
Florida Farmer
Florida Grower
Free Press Prairie Farmer (Canada)
Friendly Farmer
Garden State Farmer
Harrison's Home Farmer
Idaho Farmer
Indiana Farmer's Guide, The
Iowa Farmer & Corn Belt Farmer
Island Farmer (Canada)
Journal of Agriculture and Horticulture (Canada)
Judith Basin Farmer
Kansas Farmer (Mail & Breeze)
Kernel, The
Maritime Farmer and Co-operative Dairyman (Canada)
Maryland Farmer
Michigan Farmer
Michigan Patron
Missouri Farmer
Missouri Ruralist
Modern Agriculture
Montana Farmer
National Farm News
National Wool Grower
Nebraska Farmer
New England Homestead
Northwestern Farmer and Rancher
Nor-West Farmer, The (Canada)
Ohio Farm Bureau News
Ohio Farmer
Oklahoma Farmer-Stockman
Ontario Farmer (Canada)
Oregon Farmer
Ottawa Farm Journal (Canada)
Pacific Northwest Farm Trio
Pacific Rural Press
Pennsylvania Farmer
Prairie Farmer
Progressive Farmer and Southern Ruralist
Rocky Mountain Husbandman
Rural New Yorker

Saskatchewan Farmer (Canada)
Scientific Farmer
Scoop Shovel (Canada)
Sheep and Goat Raisers' Magazine
Southern Agriculturist
Southern Cultivator
Southern Planter
Southwest Plainsman
Southwestern Stockman-Farmer
Standard Farm Field—Ralston Color Inserts
Standard Farm Paper Unit
Successful Farming

Terre de Chez Nous, La (Canada)
Texas Southwest Farmer

U. F. A. (The) (Canada)
Utah Farmer

Valley Farmer

Wallaces' Farmer and Iowa Homestead
Washington Farmer
Western Farmer (Canada)
Western Farm Life
Western Livestock Journal
Western Producer (Canada)
Wisconsin Agriculturist and Farmer
Wisconsin Homestead
Witmark's Canadian Homestead (Canada)
Women's Farm Journal
Wyoming Stockman Farmer

DAIRY—See also "Milk & Milk Products" in Business Papers Section

Ayrshire Digest
Canadian Dairyman
Dixie Farm Leader
Dairyman's Journal
Dairyman's Market Review
Dairymen's League News
Dairymen's Price Reporter
Dairy Tribune
Dixie Dairies
Farm and Dairy
Farm and Dairy (Canada)
Federation Guide and Market News
Goat World
Hoard's Dairyman
Interstate Milk Producers Review
Michigan Milk Messenger
New England Dairyman
Northwest Dairyman and Farmer
Southern Dairyman
Standard Dairy Publications
Stock and Dairy Farmer
Vermont Dairy News

FRUIT—See also "Fruit" in Business Papers Section

American Fruit Grower
Better Fruit Magazine
California Citograph
Citrus Industry
Citrus Leaves
Fruits and Gardens
Grape Belt & Chautauqua Farmer
Mission Times
Northwest Fruit Grower
Pacific Rural Press
Scald-Sweet Chronicle
Sunsweet Standard

LIVE STOCK (General)

Arizona Cattleman and Farmer
Breeder's Gazette
Cattleman
Corn Belt Dailies
Daily Drovers Journal
Daily Drovers Telegram
Daily Journal Stockman
Daily Live Stock Reporter
Live Stock Markets
Live Stock Record
National Live Stock Producer
Producer, The (Denver)
Southeast Livestock
Stock Yards Journal
Western Breeders Journal

BREED PUBLICATIONS
(Live Stock)

Aberdeen-Angus Journal
American Hampshire Herdsman
American Hereford Journal
American Sheep Breeder
Ayrshire Digest
Chester White Journal
Chester White World
Duroc Journal Bulletin
Duroc Sentinel
Guernsey Breeders' Journal
Holstein Breeder and Dairyman
Holstein-Friesian World
Jersey Bulletin and Dairy World
National Duroc News
Poland China Advocate
Poland China Journal
Shorthorn World and Farm Magazine
Spotted Poland China Digest
Standard Breed Publications
Swine World
Weekly Live Stock Reporter

POULTRY—See also "Poultry and Poultry Products" in Business Papers Section

American Poultry Journal
American Rabbit & Poultry Journal
Arizona World
Baby Chick, The
Bantam World
Canad. Aviculturist (Canada)
Canadian Poultry Review (Canada)
Canadian Poultry World (Canada)
Dalton's Poultry Journal
Dixie Poultry Journal
Eastern Kansas Poultry News
Eggs—The National Poultryman
Everybody's Poultry Magazine
Hatchery News
Hatchery Tribune
Inland Poultry Journal
International Baby Chick News
Leghorn World
Missouri Valley Poultry and Dairy Farmer
Modern Poultry Breeder
National Barred Rock (Poultry) Journal
National Poultry Journal
New England Poultryman
Northwest Poultry Journal and the Pacific Homestead
"OK" Poultry Culture
Pacific Poultryman
Plymouth Rock Monthly
Poultry Craftsman and Breeder
Poultry Digest
Poultry Herald
Poultry Item
Poultry Keeper
Poultry News
Poultry Press
Poultry Success
Poultry Tribune
Reliable Poultry Journal
Rhode Island Red Journal
Southwestern Poultry Journal
Standard Poultry Journal
Turkey World
Wallaces'
Waverly Poultry Trio
Wyandotte Herald

PIGEONS & PET STOCK

American Pigeon Journal
American Pigeon Keeper
Small Stock Magazine

BEE

American Bee Journal
Beekeeper, The (Canada)
Gleanings in Bee Culture

FARM NEWSPAPERS

Arkansas Gazette
Capper's Weekly
Cloverleaf American Review
Farmers' Weekly La Presse (Canada)
Farmer's Weekly La Presse and Agricultural Magazine (Canada)
Kansas City Star Weekly
Semi-Weekly Farm News
Southern Farmer
Wichita Daily Stockman

FARM PAPERS IN FOREIGN LANGUAGE (except Canadian) appear in Foreign Language Section

Bulletin de la Ferme, Le (French) (Canada)
Bulletin des Agriculteurs, Le (French) (Canada)
Voix du Sol, La (Canada)

SPECIALIZED FARMING—See also "Grain" and "Milling, Flour, Feed and Cereal" in Business Papers Section

Burley Tobacco Bulletin & Poultry Planter
Cotton News
Cotton Planter
Diamond Walnut News
Mountain States Beet Grower
Oklahoma Cotton Grower
Western Irrigation
Wheat Grower
Wheat Growers Journal

FARM PRODUCE—See also "Produce" in Business Papers Section

Market Growers Journal

FARM PUBLICATIONS ISSUED BY COLLEGES

Poultry Science

POWER FARMING—See also "Farm Implements" in Business Papers Section

Agricultural Engineering
American Thresherman
Better Farm Equipment and Methods
Electricity on the Farm
Farm Mechanics

CO-OPERATIVE

Farmers Union Herald

FARMER'S ASSOCIATIONS

Arizona Producer
Arkansas Union Farmer
California Counties Farm Bureau Monthlies
Equity News
Equity Union Exchange
Erie County Farm & Home Bureau News
Farm Bureau News
Grange News
Hoosier Farmer
Kansas Grange Monthly
Kansas Union Farmer
Michigan County Farm Bureau Bulletin
Minnesota Farm News
Mid-South Cotton Association News
Minnesota Leader
Missouri Farm Bureau News
National Grange Monthly
New State, The
Ohio State Grange Monthly
Oklahoma Union Farmer
Pennsylvania Grange News
Spokane County News
Stevens County Farm News
Tennessee Farm Bureau News
Texas Co-operative News
Virginia Union Farmer
West Virginia Farm News

AGRICULTURAL PAPERS CLASSIFIED ACCORDING TO STATES

ALABAMA
Cotton Planter
Progressive Farmer and Southern Ruralist
Southern Farmer

ARIZONA
Arizona Cattleman and Farmer
Arizona Producer

ARKANSAS
Arkansas Farmer
Arkansas Gazette
Arkansas Union Farmer
Dixie Dairies

CALIFORNIA
Agricultural News
California Citrograph
Calif. Counties Farm Bureau Mo.
California Cultivator
California Dairyman
Citrus Leaves
Diamond Walnut News
Eggs—The National Poultryman
Farm and Garden Magazine
Pacific Rural Press
Poultry Craftsman and Breeder
Poultry Digest
Runsweet Standard
Western Irrigation
Western Livestock Journal

COLORADO
Mountain States Beet Grower
Producer
Western Farm Life

DISTRICT OF COLUMBIA
National Farm News
National Poultry Journal
American Sheep Breeder
Baby Chick, The
Breeder's Gazette
Dairy Drovers Journal
Daily Livestock Reporter
Dairy Farm Leader
Dairyman's Journal
Dairy Tribune
Equity Union Exchange
Farm Mechanics
Farmer's Weekly Review
Friendly Farmer
Hatchery Tribune
Live Stock Markets
McHenry County Farm Bureau Bulletin
National Duroc News
National Live Stock Producer
Poultry Keeper
Poultry Tribune
Prairie Farmer
Shorthorn World and Farm Magazine
Standard Dairy Publications
Turkey World

INDIANA
Bureau Farmer
Chester White Journal
Farmer's Exchange
Goat World
Hoosier Farmer
Indiana Farmer's Guide, The
Inland Poultry Journal
Jersey Bulletin and Dairy World
Poland China Advocate
Woman's Farm Journal

IOWA
Aberdeen-Angus Journal
Chester White World
Duroc Journal Bulletin
Duroc Sentinel
[illegible] Farmer

KENTUCKY
Farmers Home Journal
Market Growers Journal

LOUISIANA
Southern Dairyman

MARYLAND
Maryland Farmer

MASSACHUSETTS
National Grange Monthly
New England Dairyman
New England Homestead
New England Poultryman

MICHIGAN
Agricultural Engineering
Fruits and Gardens
Michigan Farm News
Michigan Farmer
Michigan Milk Messenger
Michigan Patron
Modern Poultry Breeder
National Barred Rock (Poultry) Journal
National Gleaner Forum

MINNESOTA
American Rabbit & Poultry Journal
Cloverleaf American Review
Farmer and Farm, Stock and Home
Farmers Union Herald
Farmer's Wife
Minnesota Leader
Poultry Herald
Stock and Dairy Farmer

MISSOURI
Agricultural Review
American Hereford Journal
American Pigeon Journal
Better Farm Equipment and Methods

NEBRASKA
Daily Journal Stockman
Nebraska Farmer
New State, The

NEW HAMPSHIRE
Guernsey Breeders' Journal

NEW JERSEY
Garden State Farmer

NEW YORK
American Agriculturist
Arizona World
Bantam World
Better Crops with Plant Food
Country Home, The
Dairymen's League News
Electricity on the Farm
Erie County Farm and Home Bureau News
Grape Belt & Chautauqua Farmer
Hatchery News
Holstein-Friesian World
Rural New Yorker

NORTH DAKOTA
Wheat Grower

OHIO
Dairymen's Monthly Review
Farm and Dairy
Gleanings in Bee Culture
Ohio Farm Bureau News
Ohio Farmer
Ohio State Grange Monthly
Poultry Success
Reliable Poultry Journal

OKLAHOMA
Dalton's Poultry Journal
Oklahoma Cotton Grower
Oklahoma Farmer-Stockman
Oklahoma Union Farmer

SOUTH CAROLINA
Cotton News

SOUTH DAKOTA
Dakota Farmer

TENNESSEE
Burley Tobacco Bulletin and Poultry Planter
Dixie Poultry Journal
Mid-South Cotton Assn News
Southern Agriculturist
Tennessee Farm Bureau News

TEXAS
Cattleman
Farm and Ranch
Fletcher's State Rights Farming
Mission Times
Poultry News
Semi-Weekly Farm News
Sheep & Goat Raisers' Magazine
Southwestern Farmer-Stockman
Southwestern Poultry Journal
Southwest Plainsman
Texas Co-operative News
Texas Southwest Farmer
Valley Farmer
Weekly Live Stock Reporter

UTAH
National Wool Grower
Utah Farmer

VERMONT
Ayrshire Digest
Vermont Dairy News

VIRGINIA
Southern Planter
Virginia Union Farmer

WASHINGTON
Farm and Market Journal
Farm Bureau News
Wisconsin Agriculturist & Farmer
Wisconsin Homestead

WYOMING
Northwestern Farmer and Rancher
Wyoming Stockman Farmer

CANADA

ALBERTA
Alberta Farmer and Calgary Weekly Herald
Alberta Farm Journal
Farm and Ranch Review
U. F. A. (The)
Western Farmer

BRITISH COLUMBIA
Country Life in B. C.

MANITOBA
Country Guide
Free Press Prairie Farmer
Nor-West Farmer, The
Scoop Shovel

NEW BRUNSWICK
Maritime Farmer & Co-operative Dairyman

ONTARIO
Beekeeper, The
Canadian Cutlost
Canadian Ayrshire Review
Canadian Countryman
Canadian Horticulturist
Canadian Poultry Journal
Canadian Poultry Review
Farm and Dairy
Farmer's Advocate and Home Magazine
Farmers' Sun
Ontario Farmer
Ottawa Farm Journal

EXHIBIT No. 128
Walter H. Carpenter Reporter

- California Cultivator
- Canadian Outlook (Canada)
- Canadian Ayrshire Review (Canada)
- Canadian Countryman (Canada)
- Canadian Horticulturist (Canada)
- Capper's Farmer
- Co-operative Farmer
- Country Gentleman
- Country Guide (Canada)
- Country Home, The
- Country Life in B. C. (Canada)
- Dakota Farmer
- Family Herald and Weekly Star (Canada)
- Farm and Garden Magazine
- Farm and Live Stock Record
- Farm and Market Journal
- Farm and Ranch
- Farm and Ranch Review (Canada)
- Farm Journal
- Farmer and Farm, Stock and Home
- Farmer and Feeder
- Farmer and Stockman
- Farmer's Advocate and Home Magazine (Canada)
- Farmer's Exchange
- Farmer's Home Journal
- Farmer's Sun (Canada)
- Farmer's Telegram
- Farmer's Weekly Review
- Farmer's Wife
- Fletcher's State Rights Farming
- Florida Farm & Grove
- Florida Farmer
- Florida Grower
- Free Press Prairie Farmer (Canada)
- Friendly Farmer
- Garden State Farmer
- Harrison's Home Farmer
- Idaho Farmer
- Indiana Farmer's Guide, The
- Iowa Farmer & Corn Belt Farmer
- Island Farmer (Canada)
- Journal of Agriculture and Horticulture (Canada)
- Judith Basin Farmer
- Kansas Farmer (Mail & Breeze)
- Kernel, The
- Maritime Farmer and Co-operative Dairyman (Canada)
- Maryland Farmer
- Michigan Farmer
- Michigan Patron
- Missouri Farmer
- Missouri Ruralist
- Modern Agriculture
- Pennsylvania Farmer
- Prairie Farmer
- Progressive Farmer and Southern Ruralist
- Rocky Mountain Husbandman
- Rural New Yorker
- Saskatchewan Farmer (Canada)
- Scientific Farmer
- Scoop Shovel (Canada)
- Sheep and Goat Raisers' Magazine
- Southern Agriculturist
- Southern Cultivator
- Southern Planter
- Southwest Plainsman
- Southwestern Stockman-Farmer
- Standard Farm Field—Ralston Color Inserts
- Standard Farm Paper Unit
- Successful Farming
- Terre de Chez Nous, La (Canada)
- Texas Southwest Farmer
- U F A (The) (Canada)
- Utah Farmer
- Valley Farmer
- Wallaces' Farmer and Iowa Homestead
- Washington Farmer
- Western Farmer (Canada)
- Western Farm Life
- Western Livestock Journal
- Western Producer (Canada)
- Wisconsin Agriculturist and Farmer
- Wisconsin Homestead
- Witness & Canadian Homestead (Canada)
- Wolga's Farm Journal
- Wyoming Stockman Farmer

DAIRY—See also "Milk & Milk Products" in Business Papers Section

- Agriculturist
- California Dairyman
- Dairy Farm Leader
- Dairyman's Journal
- Dairymen's Monthly Review
- Dairymen's League News
- Dairyman's Price Reporter
- Dairy Tribune
- Dixie Dairies
- Farm and Dairy
- Farm and Dairy (Canada)
- Federation Guide and Market News
- Goat World
- Hoard's Dairyman
- Interstate Milk Producers Review
- Michigan Milk Messenger
- New England Dairyman
- Northwest Dairyman and Farmer
- Mission Times
- Northwest Fruit Grower
- Rural Sweet Chronicle
- Sunsweet Standard

LIVE STOCK (General)

- Arizona Cattleman and Farmer
- Breeder's Gazette
- Cattleman
- Corn Belt Dailies
  - Daily Drovers Journal
  - Daily Drovers Telegram
  - Daily Journal Stockman
  - Daily Live Stock Reporter
- Live Stock Markets
- Live Stock Record
- National Live Stock Producer
- Producer, The (Denver)
- Southwest Livestock
- Stock Yards Journal
- Western Breeders Journal

BREED PUBLICATIONS (Live Stock)

- Aberdeen Angus Journal
- American Hampshire Herdsman
- American Hereford Journal
- American Sheep Breeder
- Ayrshire Digest
- Chester White Journal
- Chester White World
- Duroc Journal Bulletin
- Duroc Sentinel
- Guernsey Breeders' Journal
- Holstein Breeder and Dairyman
- Holstein Friesian World
- Jersey Bulletin and Dairy World
- National Duroc News
- Poland China Advocate
- Poland China Journal
- Shorthorn World and Farm Magazine
- Spotted Poland China Digest
- Standard Bred Publications
- Swine World
- Weekly Live Stock Reporter

POULTRY—See also "Poultry and Poultry Products" in Business Papers Section

- American Poultry Journal
- American Rabbit & Poultry Journal
- Aroma World
- Baby Chick, The
- Bantam World
- Canada Article, Le (Canada)
- Canadian Poultry Review (Canada)
- New England Poultryman
- Northwest Poultry Journal and the Pacific Homestead
- "OK" Poultry Culture
- Pacific Poultryman
- Plymouth Rock Monthly
- Poultry Craftsman and Breeder
- Poultry Digest
- Poultry Herald
- Poultry Item
- Poultry Keeper
- Poultry News
- Poultry Press
- Poultry Success
- Poultry Tribune
- Reliable Poultry Journal
- Rhode Island Red Journal
- Southwestern Poultry Journal
- Standard Poultry Journal
- Turkey World
- Washington
- Waverly Poultry Trio
- Wyandotte Herald

PIGEONS & PET STOCK

- American Pigeon Journal
- American Pigeon Keeper
- Small Stock Magazine

BEE

- American Bee Journal
- Beekeeper, The (Canada)
- Gleanings in Bee Culture

FARM NEWSPAPERS

- Arkansas Gazette
- Capper's Weekly
- Cloverleaf American-Review
- Farmers Weekly La Patrie (Canada)
- Farmer's Weekly La Presse and Agricultural Magazine (Canada)
- Kansas City Star Weekly
- Semi-Weekly Farm News
- Southern Farmer
- Wichita Daily Stockman

FARM PAPERS IN FOREIGN LANGUAGE (except Canadian) appear in Foreign Language Section

- Bulletin de la Ferme, Le (French) (Canada)
- Bulletin des Agriculteurs, Le (French) (Canada)
- Voix du Sol, La (Canada)

FARM PRODUCE—See also "Produce" in Business Papers Section

- Market Growers Journal

FARM PUBLICATIONS ISSUED BY COLLEGES

- Poultry Science

POWER FARMING—See also "Farm Implements" in Business Papers Section

- Agricultural Engineering
- American Thresherman
- Better Farm Equipment and Methods
- Electricity on the Farm
- Farm Mechanics

CO-OPERATIVE

- Farmers Union Herald

FARMER'S ASSOCIATIONS

- Arizona Producer
- Arkansas Union Farmer
- California Counties Farm Bureau Monthlies
- Equity News
- Equity Union Exchange
- Erie County Farm & Home Bureau News
- Farm Bureau News
- Grange News
- Hoosier Farmer
- Kansas Grange Monthly
- Kansas Union Farmer
- Michigan County Farm Bureau Bulletin
- Michigan Farm News
- Mid South Cotton Association News
- Minnesota Leader
- Missouri Farm Bureau News
- National Gleaner Farm
- National Grange Monthly
- New State, The
- Ohio State Grange Monthly
- Oklahoma Union Farmer
- Pennsylvania Grange News
- Spokane County News
- Stevens County Farm News
- Tennessee Farm Bureau News
- Texas Co-operative News
- Virginia Union Farmer
- West Virginia Farm News

EXHIBIT
Walter H. Carpenter
REPORTER

AGRICULTURAL PAPERS CLASSIFIED ACCORDING TO STATES

ALABAMA
- Cotton Planter
- Progressive Farmer and Southern Ruralist
- Southern Farmer

ARIZONA
- Arizona Cattleman and Farmer
- Arizona Producer

ARKANSAS
- Arkansas Farmer
- Arkansas Gazette
- Arkansas Union Farmer
- Dixie Dairies

CALIFORNIA
- Agricultural News
- California Citrograph
- Calif. Counties Farm Bureau Mo.
- California Cultivator
- California Dairyman
- Citrus Leaves
- Diamond Walnut News
- Eggs—The National Poultryman
- Farm and Garden Magazine
- Pacific Rural Press
- Poultry Craftsman and Breeder
- Poultry Digest
- Sunsweet Standard
- Western Irrigation
- Western Livestock Journal

COLORADO
- Mountain States Beet Grower
- Producer
- Western Farm Life

DISTRICT OF COLUMBIA
- National Farm News
- National Poultry Journal

FLORIDA
- Citrus Industry
- Farm and Live Stock Record
- Florida Farm & Grove
- Florida Farmer
- Florida Grower
- Gold-Sweet Chronicle

GEORGIA
- Southeast Livestock
- Southern Cultivator

IDAHO
- Idaho Farmer

ILLINOIS
- Agricultural Leaders' Digest
- American Bee Journal
- American Farming
- American Fruit Grower
- American Hampshire Herdsman
- American Pigeon Keeper
- American Poultry Journal
- American Sheep Breeder
- Baby Chick, The
- Breeder's Gazette
- Daily Drovers Journal
- Daily Livestock Reporter
- Dairy Farm Leader
- Dairyman's Journal
- Dairy Tribune
- Equity Union Exchange
- Farm Mechanics
- Farmer's Weekly Review
- Friendly Farmer
- Hatchery Tribune
- Live Stock Markets
- McHenry County Farm Bureau Bulletin
- National Duroc News
- National Live Stock Producer
- Poultry Keeper
- Poultry Tribune
- Prairie Farmer
- Shorthorn World and Farm Magazine
- Standard Dairy Publications
- Turkey World

INDIANA
- Bureau Farmer
- Chester White Journal
- Farmer's Exchange
- Goat World
- Hoosier Farmer
- Indiana Farmer's Guide, The
- Inland Poultry Journal
- Jersey Bulletin and Dairy World
- Poland China Advocate
- Women's Farm Journal

IOWA
- Aberdeen-Angus Journal
- Chester White World
- Duroc Journal Bulletin
- Duroc Sentinel
- Harrison's Home Farmer
- Iowa Farmer & Corn Belt Farmer
- Leghorn World
- Live Stock Record
- Modern Agriculture
- Plymouth Rock Monthly
- Rhode Island Red Journal
- Small Stock Magazine
- Swine World
- Successful Farming
- Wallaces' Farmer and Iowa Homestead
- Waverly Poultry Trio
- Wyandotte Herald

KANSAS
- Capper's Farmer
- Capper's Weekly
- Eastern Kansas Poultry News
- Kansas Farmer (Mail & Breeze)
- Kansas Grange Monthly
- Kansas Union Farmer
- Wichita Daily Stockman

KENTUCKY
- Farmers Home Journal
- Market Growers' Journal

LOUISIANA
- Southern Dairyman

MARYLAND
- Maryland Farmer

MASSACHUSETTS
- National Grange Monthly
- New England Dairyman
- New England Homestead
- New England Poultryman

MICHIGAN
- Agricultural Engineering
- Fruits and Gardens
- Michigan Farm News
- Michigan Farmer
- Michigan Milk Messenger
- Michigan Patron
- Modern Poultry Breeder
- National Barred Rock (Poultry) Journal
- National Gleaner Forum

MINNESOTA
- American Rabbit & Poultry Journal
- Cloverleaf American-Review
- Farmer and Farm, Stock and Home
- Farmers Union Herald
- Farmer's Wife
- Minnesota Leader
- Poultry Herald
- Stock and Dairy Farmer

MISSOURI
- Agricultural Review
- American Hereford Journal
- American Pigeon Journal
- Better Farm Equipment and Methods
- Co-operative Farmer
- Daily Drover's Telegram
- Farmer and Stockman
- International Baby Chick News
- Kansas City Star-Weekly
- Kernel, The
- Missouri Farm Bureau News
- Missouri Farmer
- Missouri Ruralist
- Missouri Valley Poultry and Dairy Farmer
- Poland China Journal
- Spotted Poland China Digest
- Standard Poultry Journal
- Stock Yards Journal
- Wheat Growers' Journal

MONTANA
- Judith Basin Farmer
- Montana Farmer
- Rocky Mountain Husbandman
- Scientific Farmer

NEBRASKA
- Daily Journal Stockman
- Nebraska Farmer
- New State, The

NEW HAMPSHIRE
- Guernsey Breeders' Journal

NEW JERSEY
- Garden State Farmer

NEW YORK
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- Bantam World
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- Country Home, The
- Dairymen's League News
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- Hatchery News
- Holstein-Friesian World
- Rural New Yorker

NORTH DAKOTA
- Wheat Grower

OHIO
- Dairymac's Monthly Review
- Farm and Dairy
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- Ohio Farmer
- Ohio State Grange Monthly
- Poultry Success
- Reliable Poultry Journal

OKLAHOMA
- Dalton's Poultry Journal
- Oklahoma Cotton Grower
- Oklahoma Farmer-Stockman
- Oklahoma Union Farmer
- "OK" Poultry Culture

OREGON
- Angora Journal
- Better Fruit Magazine
- Northwest Poultry Journal and the Pacific Homestead
- Oregon Farmer
- Western Breeder's Journal

PENNSYLVANIA
- Country Gentleman
- Dairymen's Price Reporter
- Everybody's Poultry Magazine
- Farm Journal
- Holstein Breeder and Dairyman
- Interstate Milk Producers Review
- Pennsylvania Farmer
- Pennsylvania Grange News
- Poultry Item
- Poultry Press

SOUTH CAROLINA
- Cotton News

SOUTH DAKOTA
- Dakota Farmer

TENNESSEE
- Burley Tobacco Bulletin and Poultry Fancier
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- Southern Agriculturist
- Tennessee Farm Bureau News

TEXAS
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- Fletcher's State Rights Farming
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- Southwestern Farmer-Stockman
- Southwestern Poultry Journal
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- Texas Southwest Farmer
- Valley Farmer
- Weekly Live Stock Reporter

UTAH
- National Wool Grower
- Utah Farmer

VERMONT
- Ayrshire Digest
- Vermont Dairy News

VIRGINIA
- Southern Planter
- Virginia Union Farmer

WASHINGTON
- Farm and Market Journal
- Farm Bureau News
- Grange News
- Northwest Dairyman and Farmer
- Northwest Fruit Grower
- Pacific Poultryman
- Spokane County News
- Stevens County Farm News
- Washington
- Washington Farmer

WEST VIRGINIA
- West Virginia Farm News

WISCONSIN
- American Thresherman
- Equity News
- Farmer and Feeder
- Farmers Telegram
- Federation Guide and Market News
- Hoard's Dairyman
- Martin Hull's Farm News
- Wisconsin Agriculturist
- Wisconsin Homestead

WYOMING
- Northwestern Farmer and Rancher
- Wyoming Stockman Farmer

CANADA

ALBERTA
- Alberta Farmer and Calgary Weekly Herald
- Alberta Farm Journal
- Farm and Ranch Review
- U F A (The)
- Western Farmer

BRITISH COLUMBIA
- Country Life in B. C.

MANITOBA
- Country Guide
- Free Press Prairie Farmer
- Nor' West Farmer, The
- Scoop Shovel

NEW BRUNSWICK
- Maritime Farmer & Co-operative Dairyman

ONTARIO
- Beekeeper, The
- Canadian Outlook
- Canadian Ayrshire Review
- Canadian Countryman
- Canadian Horticulturist
- Canadian Poultry Journal
- Canadian Poultry Review
- Farm and Dairy
- Farmer's Advocate and Home Magazine
- Farmers' Sun
- Ontario Farmer
- Ottawa Farm Journal
- Voix du Sol, La

PRINCE EDWARD ISLAND
- Island Farmer, The

QUEBEC
- Bulletin de la Ferme, Le (French)
- Bulletin des Agriculteurs, Le (French)
- Canada Avicole, Le
- Family Herald & Weekly Star
- Farmer's Weekly La Patrie
- Farmer's Weekly La Presse and Agricultural Magazine (Canada)
- Journal of Agriculture and Horticulture
- Terre de Chez Nous, Le
- Witness and Canadian Homestead

SASKATCHEWAN
- Saskatchewan Farmer
- Western Producer

Period Ending	Net Paid Average	Distrib. Taken from Issue of	Total Net Paid of Distribution		New England States					Name of Publication Listing Only Papers Which Are Members of A. B. C.	Middle Atlantic States			South Atlantic States							East North Central			
			Mail	Newsdlr.	Me.	N.H.	Vt.	Mass.	R.I.	Conn.		N.Y.	N.J.	Pa.	Dela.	Md.	D.C.	Va.	W. Va.	N.C.	S.C.	Ga.	Fla.	Ohio	Ind.	Ill.	Mich.
6-30-30	169000	Jun 30	166007		337	738	5402	3131	85	6306	American Agriculturist	116059	11939	13954	1674	3000											
											American Farming (A. B. C. Applicant)																
6-30-30	264231	Jun	253931		2810	2000	3671	11020	1302	3502	American Fruit Grower	19000	451	27200	660	6055	206	2776	2264	2022	825	870	6750	13167	7870	14000	17000
6-30-30	313516	Jun	322272	*4000	2220	1304	903	3001	370	1614	American Poultry Journal	12401	3374	14007	335	2003	165	4793	4450	7725	4822	13004	6000	14004	10531	11003
6-30-30	63000	Jun 15	73680								Arkansas Farmer	6	2	3			2	1	3				1	2	10	24	15
6-30-30	130070	Jun	125071	135	645	2554	260	736	125	280	Breeder's Gazette	2779	630	4200	90	1186	75	1910	1517	1182	286	760	307	17681	7130	10319	6700
											California Cultivator																
6-30-30	47972	Jun 26	48010								Capper's Farmer	7027	500	4304	405	2070	143	3014	1580	2700	302	754	1250	13616	31329	51207	10503
6-30-30	927441	Jun	937441		562	273	573	560	136	302	Capper's Weekly															6035	
6-30-30	35 2107	Mar 30	351161								Country Gentleman	[illegible]	363.1[illegible]	109713	3500	13850	3100	28417	10001	23000	9000	13320	14722	96007	57165	104012	60017
6-30-30	1701309	Mar	1674048	363035	23740	11007	11070	42377	4575	16734	Country Home, The	[illegible]	[illegible]	101019	1933	10147	1278	17434	17402	10250	4405	[illegible]	7219	101743	[illegible]	94613	61731
6-30-30	1483130	Feb	1402241	17117	13633	8000	10692	19681	1641	11677	Dakota Farmer, The																
6-30-30	90203	Jun 15	92511								Everybody's Poultry Magazine	6812	1473	8313	167	1161	75	1371	1649	2402	2073	3740	1340	3894	12686	8153	9547
6-30-30	117313	Mar	115500	2500	1212	304	290	1573	249	1047	Farm & Live Stock Record	179	71	491	13	39	4	64	555	229	576	1167	4227	1530	831	517	451
6-30-30	24000	Jun	25502		13	7	17	22	47	33	Farm and Ranch	16	2	12		5	9	8	5	28	13	47	32	19	20	56	32
6-30-30	1440000	Jun 7	1418078	161		1				7	Farmer & Farm, Stock & Home																
6-30-30	279133	Jun 29	270052								Farmer's Wife	9203	12293	87039	2367	10123	621	11576	14002	10772	21360	16120	8065	70082	27111	49274	58227
6-30-30	9 38865	Jun	9547 15		6836	2884	9700	2897	3531	6737	Farm Journal	99189	97215	114621	6119	14702	750	22747	13011	10418	7302	14129	27965	110746	76660	82284	79096
6-30-30	1517000	Jun	1539480	*5000	21632	10223	14716	28899	2851	10750	Fruits and Gardens	A B C applicant															
6-30-30	181007	Jun 15	180001	40	856	503	1130	1322	251	825	Hoard's Dairyman	11909	1015	6[illegible]	219	1277	71	1331	703	1159	637	630	396	10000	5501	8566	14332
6-30-30	34190	Jun 5	34200								Idaho Farmer															66	
6-30-30	151999	Jun 15	152004								Illinois Farmer														6300	145485	
6-30-30	163579	Jun 30	162000								Indiana Farmer's Guide													29078	110672	13606	9059
6-30-30	496301	Jun 30	500234		7	26	8	12	2	18	Kansas City Star (Weekly)	1000	201	151	5	16	7	83	73	63	2	13	50	171	176	768	148
											Kansas Farmer (Mail & Breeze)														32		
6-30-30	121473	Jun 30	122134								Leghorn World	2161	1016	3156	63	353	37	567	532	516	397	687	720	2546	1401	2177	944
6-30-30	42500	Jun	41900		188	162	122	348	110	311	Michigan Farmer													2107	1552	857	149502
6-30-30	560110	Jun 30	554000								Missouri Ruralist														150	13686	
6-30-30	154796	Apr 15	156214								Montana Farmer																
6-30-30	301194	Jun 15	30075								National Dairy News	11	2	6	1	4	1	3	2	3	1	3	29	25	28	634	10
6-30-30	3451	Jun	3500		2				4		Nebraska Farmer																
6-30-30	121000	Jun 15	120000								New England Homestead	1331															
6-30-30	98076	Apr 30	100057	85	39790	14670	18380	25095	3344	15707	Ohio Farmer, The	7693		6401					1130					1350	2732		790
6-30-30	170021	Jun 30	170021								Oklahoma Farmer-Stockman	29	9	19		5	7	6	13	9	6	21	127	44	53	100	30
6-30-30	107414	Jun 15	106417					1	1	3	Oregon Farmer																
6-30-30	34844	Jun 6	34858								Pacific Northwest Farm Trio															66	
6-30-30	122194	Jun 5	122044								Pacific Rural Press																
6-30-30	82214	Jun 30	82214	66							Pennsylvania Farmer	2530	9479	118247	8442	6130		1437	14904								
6-30-30	157000	Jun 30	166075								Plymouth Rock Monthly	1496	466	1536	37	2.9	16	402		422	148	311	3077	1695	1307	1750	732
6-30-30	27000	Jun	29713		250	185	73	625	136	399	Poultry Keeper	1512	514	5631	17	121	60	455		2107	817	1574	729	3454	1028	968	2071
6-30-30	40000	Jun	41397	1621	104	254	74	849	98	369	Poultry Success	1[illegible]9	4019	21299	875	2232	106	2961	2358	2670	1301	2092	3193	25131	16716	21265	14031
6-30-30	200000	Jun	200000	6000	3049	1053	1178	3732	1600	2502	Poultry Tribune														9030	107167	
6-30-30	381300	Jun 30	380000								[1]Prairie Farmer								20759		94219	23682	42700	92185			
6-30-30	6034000	Jun 30	6134000								[2]Progressive Farmer																
											Reliable Poultry Journal (A. B. C. Applicant)																	
6-30-30	21001	Jun	20011		457	300	171	1404	234	493	Rhode Island Red Journal	1218	317	1244	10	170	19	873	335	587	257	515	541	1083	1004	1670	814
6-30-30	3438000	Apr 30	3434000	75	3430	3300	3604	15030	2043	14301	Rural New Yorker	117000	21792	21309	2815	5897	154	3440	1110	330	76	115	552	10644	504	740	3402
6-30-30	121000	Jun	127300								Semi Weekly Farm News																
6-30-30	66000	Jun 15	66000								Southern Agriculturist				11	422		22107	21207	49685	25005	66109	135104	1417	1001	525	
6-30-30	30000	Apr 15	30000								Southern Planter				3681	27300	665	84950	27025	30021	8101						
6-30-30	270000	Jun 15	271000								[3]Southern Ruralist					1018		27150	21740	63584	35743	95040	30120				
											Standard Farm Field—Ralston Color Inserts	17499	23072	145187	4335	10405	71	33121	16830	95348	34110	42150	9570	152679	100050	100300	166522
6-30-30	2000000		2000497	49	1195	1291	6504	4663	306	7311	Standard Farm Paper Unit	20717	61122	210251	1999	5360	146	31991	2229	96530	34503	44274	9431	21967	107553	101071	21031
6-30-30	2000000		2000073	184	1469	1644	4444	5219	431	7000	Standard Poultry Journal	2997	3581	21611	45	237	161	1672	1494	2091	997	2074	7000	4884	4757	7354	2000
6-30-30	178034		178034		760	140	165	474	84	174	Successful Farming	29307	5404	53000	787	5163	299	7972	11722	6252	2565	6342	3740	11[illegible]11	72109	93663	69005
6-30-30	1152707	Jun	1152707	4000	5400	2642	3719	7600	1157	6068	Utah Farmer																
6-30-30	18017	Jun 15	18014								Wallaces' Farmer & Iowa Homestead															9933	
6-30-30	250000	Jun 30	250130								Washington Farmer																
6-30-30	54000	Jun 3	54027								Waverly Poultry Trio	4157	1769	8036	90	707	71	1364	1109	1446	732	1313	1578	5491	3795	5011	2234
6-30-30	99025		99025		850	576	344	3639	444	963	Western Farm Life																
6-30-30	103000	Jun 15	102037								Wisconsin Agriculturist & Farmer															5009	1363
6-30-30	174000	Jun 30	170070								Wyandotte Herald	450	142	618	12	68	4	75	115	144	51	90	129	597	447	731	230
6-30-30	10434	Jun	10700		90	70	69	244	45	101																	

Circulation statements dated December 31, 1930, indicates A. B. C. statements for June 30, 1930, have not been released by the A. B. C. at the time this issue went to press

*This Circulation not included in Distribution.

(1) Covers period from 6-19-30 to 6-30-30.

(2) Progressive Farmer and Southern Ruralist merged September 1, 1930 and now published under the title Progressive Farmer and Southern Ruralist.

(3) Effective Dec. 19, 1930 Illinois Farmer was purchased by Prairie Farmer

Steady Buying . . . Steadies Business

"Normal buying by those with a steady income will steady

EXHIBIT NO

| | | |

States	East South Central States				West North Central States							West South Central States				Mountain States							Pacific States			Misc. & Foreign
Name of Publication	Wis.	Ky.	Tenn.	Ala.	Miss.	Minn.	Iowa	Mo.	N.D.	S.D.	Neb.	Kan.	Ark.	La.	Okla.	Tex.	Mont.	Ida.	Wyo.	Colo.	N.M.	Ariz.	Utah	Nev.	Wash.	Ore.	Cal.	
American Agriculturist																												867
American Farming (A. B. C. Applicant)																												
American Fruit Grower	33317	5137	1296	3641	21921	2495	7814	10411	749	1476	2319	7129	5360	1619	7458	21813	976	984	221	870	619	1210	1127	2986	3987	3436	15419	2837
American Poultry Journal	75039	9554	8182	12637	14691	13628	10469	9258	4122	3894	7621	6610	8297	5210	3798	8997	2693	1274	1007	3117	777	775	1134	2261	3186	2199	7321	6521
Arkansas Farmer	6	5	99	24	358	4	9	1305		1	1	60	6077	1611	1071	1499	3	1	6	6		6			2	4	228	
Breeder's Gazette	2996	2858	1752	792	9459	3495	10730	6736	2861	2617	7107	9313	1329	276	3476	3031	1972	1079	1562	2489	549	352	519	961	1036	1545	2941	1767
California Cultivator																						1560		2710			17525	574
Capper's Farmer	68167	5716	1402	1972	1623	60209	83049	99307	28357	30167	20942	91427	2010	511	6931	10617	10460	3891	1703	24775	4961	3819	1799	6253	6726	4913	14297	328
Capper's Weekly	1031				86	2415	614	111393	1461	2190	41965	110736	1197	159	3162	67967	1216	179	937	16916	968	230	139	1159	722	692	17751	1430
Country Gentleman	50833	18 81	20112	14573	99647	52818	192	57452	27666	28291	39126	68774	11178	1	30911	60727	24822	17633	6665	21961	6151	6116	6185	2471	63011	31414	68821	110439
Country Home, The	57493	22987	12710	9093	10176	63623	89273	99246	30642	28242	48984	76144	2074	927	3843	309	2	22475	12444	7131	13659	7436		9733	6663	2936	23334	3162
Dakota Farmer, The						883			46600	46810								2161										1748
Everybody's Poultry Magazine	2900	6120	2179	2837	3965	1880	5181	2712	641	1494	2971	1483	2992	1417	1218	1571	613	256	233	662	159	126	129	41	709	562	1791	1128
Farm & Live Stock Record	1437	512	1430	374	530	127	263	1781	366	120	166	274	256	195	3194	2269	56	6	82	117	74	8	1	1	19	19	333	16
Farm and Ranch	25	14	72	103	156	9	13	107	3	7	10	69	9179	2407	9287	11796	6	6	6	61	2123	129	2	3	11	17	196	144
Farmer & Farm, Stock & Home	13818					2150290	6601		48553	52424							6126											6607
Farmer's Wife	62517	13177	11781	321	6241	73896	67329	30429	29385	31153	42936	38175	172	1	17014	13055	1673	1321	2937	6999	371	586	1916	216	2741	2113	49211	615
Farm Journal	83502	21741	12451	9470	4999	71268	107811	54013	19468	22909	34697	51866	2774	566	2282	61260	9614	11900	2431	1777	2497	2496	4941	877	21443	14491	43664	3976
Fruits and Gardens													A. B. C. applicant															
Hoard's Dairyman	51148	1940	1585	626	10941	14581	10470	3615	1251	1112	3013	4268	930	547	1119	2668	829	2982	392	1183	506	254	823	931	1722	2270	21037	1450
Idaho Farmer						28	30				571	45					1503	30365	169	57			658		789	100	29	450
Illinois Farmer	432																											1650
Indiana Farmer's Guide		247																										300
Kansas City Star (Weekly)	89	139	104	56	99	172	31275	161161	60	272	29509	113249	5021	149	71847	18545	307	272	394	16551	2915	82	43	21	193	173	8287	76
Kansas Farmer (Mail & Breeze)							81	471			740	10129	20		474	130			107	15269	111						145	681
Eastern World	1198	530	521	617	3047	1188	2165	1470	173	334	1189	1686	612	317	998	2387	371	200	129	90	149	147	52	23	904	513	7799	3348
Michigan Farmer																												939
Missouri Ruralist							1593	129743			127	744	9020		819	314				170								423
Montana Farmer									263	62							27333	156	1568									879
National Dairy News	92	19	5		51	574	640	227	130	260	310	722	39	8	144	242	55	60	17	87	4	9	11	2	12	30	474	18
Nebraska Farmer							2917	573		2654	61773	2742							2191	1012								1317
New England Homestead																												668
Ohio Farmer, The		670																										561
Oklahoma Farmer-Stockman	24	68	90	70	91	53	77	1387	14	19	71	2700	1990	174	1131	5898	17	76	19	301	91	132	6	6	29	10	2062	12
Oregon Farmer																	61	756							56	3238	479	691
Pacific Northwest Farm Trio						24	30				51	45					1476	30966	169	87			458		13853	33092	1099	1576
Pacific Rural Press																									7092	741	285	10408	780
Pennsylvania Farmer																												976
Plymouth Rock Monthly	499	162	102	239	172	670	2147	913	70	141	474	771	91	111	771	899	58	71	81	98	6	50	61	21	242	291	107	323
Poultry Success	587	2109	1273	1742	2171	1114	4375	4294	137	119	1436	1864	413	1311	6131	5306	102	137	45	312	142	117	137		1161	710	1775	5031
Poultry Tribune	8499	5917	2969	2331	2227	7101	14003	15961	1561	3774	7401	13623	5220	4774	13976	17878	2495	1428	1194	3583	1222	84	1362	1927	11462	2217	18109	21451
Prairie Farmer	22910						1820																					5448
Progressive Farmer		73869	46350	56476	66472								31109	14891	11436	125395												7486
Reliable Poultry Journal (A. B. C. Applicant)																												
Rhode Island Red Journal	674	537	370	314	392	791	1769	1992	171	317	749	1170	417	2	880	20178	241	147	172	602	169	131	78	165	68	268	940	1615
Rural New Yorker	304	246	219	90	62	158	559	958	71	109	123	128	84	6	86	1067	88	104	46	196	32	49	29	129	92	267	543	450
Semi-Weekly Farm News													2727	1000	23164	86661					3342							1154
Southern Agriculturist		46726	30017	58016	59736			3102					52105	27593	13630	84113												1315
Southern Planter		8.1	781																									2745
Southern Ruralist		44464	49978	75556	79514								42713	44109	5378	29166												10075
Standard Farm Field—Raleigh Color Inserts	89977	56199	48044	69102	69076	171061	222119	134181	47294	62011	117461	112040	46155	15139	16797	131207	1597	2982	2680	26824	317	831	823	93	1732	2230	2348	29375
Standard Farm Paper Unit	92734	58857	49656	69921	69031	174456	231164	138186	49478	61631	127991	116383	47821	15139	17960	134627	5193	4011	4111	1339	737	606	1342	3261	2720	2231	4117	30382
Standard Poultry Journal	2382	4762	3499	6553	1959	3691	17701	2149	2132	3123	11970	8986	3991	996	15325	19527	1302	2961	623	6499	717	861	1096	10	6971	6730	1815	314
Successful Farming	61177	13738	9797	5629	7097	70212	119079	77946	24606	29799	47113	69239	8182	4193	23514	102867	8199	5223	3388	8535	1436	1906	2472	8615	7933	10118	12726	816
Utah Farmer																	71	1526	194	641	14	58	15872	443	6	17	86	86
Wallaces' Farmer & Iowa Homestead						6187	198720	12270		5420	12046																	5692
Washington Farmer																	206	563							52100	606	325	745
Waverly Poultry Trio	2175	1548	1318	990	776	2637	6190	3381	291	980	2731	3637	800	719	2109	5421	963	681	316	194	411	416	164	60	1873	1197	2115	8194
Western Farm Life											11233	1214					8147	10114	7295	329	4181	3671	9162	1116				671
Wisconsin Agriculturist & Farmer	167014					2315																						1991
Wyandotte Herald	276	186	111	91	72	436	937	615	110	206	652	565	116	54	275	6187	88	29	49	18	31	2	18	4	106	73	179	798

*This Circulation not included in Distribution.

(2) Progressive Farmer and Southern Ruralist merged September 1 1930 and now published under the title Progressive Farmer and Southern Ruralist.

(4) Effective Dec 19 1930 Illinois Farmer was purchased by Prairie Farmer

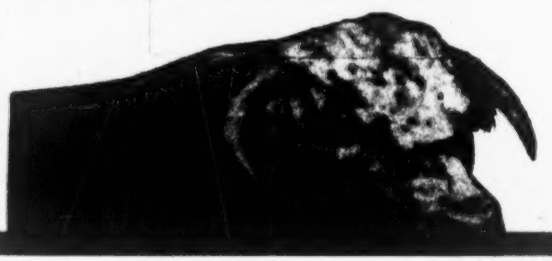

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EXHIBIT

| | | |

Period Ending	Net Paid Average	Circulation Value from Issue of	Total Net Paid of Publication(s) Paid	Total Net Paid of Publication(s) Guaranteed	Name of Publication Listing Only Papers With Are Members of A. B. C.
6-30-30	165,000	Jan 30	164,607		American Agriculturist
					American Farmer (A. B. C. Applicant)
					American Poultry Journal
					Arkansas Farmer
6-30-30	126,070	Jan	126,071	125	Breeder's Gazette
					California Cultivator
					Capper's Farmer
					Capper's Weekly
					Country Gentleman
					Country Home, The
6-30-30	90,000	Jan 15	90,111		Dakota Farmer, The
6-30-30	117,315	Mar	116,300	8,500	Everybody's Poultry Magazine
					Farm & Live Stock Record
					Farm and Ranch
					Farmer & Farm, Stock & Home
					Farmer's Wife
					Farm Journal
					Fruits and Gardens
6-30-30	102,507	Jan 30	102,025	60	Hoard's Dairyman
					Idaho Farmer
					Illinois Farmer
					Indiana Farmer's Guide
6-30-30	600,000	Jan 25	600,234		Kansas City Star (Weekly)
6-30-30	121,070	Jan 30	122,136		Kansas Farmer (Mail & Breeze)
6-30-30	42,000	Jan	41,901		Leghorn World
					Michigan Farmer
					Missouri Ruralist
					Montana Farmer
					National Dairy News
					Nebraska Farmer
					New England Homestead
					Ohio Farmer, The
					Oklahoma Farmer-Stockman
					Oregon Farmer
					Pacific Northwest Farm Trio
					Pacific Rural Press
					Pennsylvania Farmer
					Plymouth Rock Monthly
					Poultry Success
					Poultry Tribune
					Prairie Farmer
					Progressive Farmer
					Reliable Poultry Journal (A. B. C. Applicant)
					Rhode Island Red Journal
					Rural New Yorker
					Semi-Weekly Farm News
					Southern Agriculturist
					Southern Planter
					Southern Ruralist
					Standard Farm Field—Dakota Color Section
					Standard Farm Paper Unit
					Standard Poultry Journal
					Successful Farming
6-30-30	18,817	Jun 25	18,814		Utah Farmer
					Wallaces' Farmer & Iowa Homestead
					Washington Farmer
					Waverly Poultry Trio
					Western Farm Life
					Wisconsin Agriculturist & Farmer
					Wyandotte Herald

Circulation statements dated December 31, 1930, indicates A. B. C. statements for June 30, 1930, have not been reissued by the A. B. C. at the time this issue went to press.

Territorial Distribution (See preceding page for circulation by States)

New England	Middle Atlantic	South Atlantic	East North Central	East South Central	West North Central	West South Central	Mountain	Pacific	Unclassified	Canada & U. S. Poss'ns	Foreign & Misc.
16,000	141,551	4,775	200						700	44	81
20,000	13,547	21,227	20,207	11,000	30,072	10,310	6,150	21,040		2,651	200
10,000	88,715	61,700	70,200	44,700	57,000	25,000	17,000	13,013	607	2,000	1,300
	15	10	50	510	1,300	72,672	50	50			
2,250	7,200	7,600	42,020	6,207	42,102	6,072	5,000	4,007	50	207	407
2,220	11,501	14,500	197,000	8,000	600,057	104,000	1,000	40,525	401	41	60
			5,000	50	275,200	44,000	21,000	3,100		200	20
210,000	206,163	139,225	268,044	62,250	340,200	150,150	65,000	142,000	1,363	1,000	200
44,100	207,000	86,000	274,200	55,000	206,150	96,000	80,000	165,000		100,271	9,000
										2,077	305
					86,902						
							2,161		1,002	30	6
4,705	13,000	14,100	42,271	12,001	15,470	6,052	2,200	2,500		1,002	150
120	745	6,072	2,500	2,012	3,007	2,047	214	70		15	1
2	20	147	112	344	220	100,200	2,220	220		22	140
			15,010		254,050		4,420		4,010	100	22
33,717	137,313	66,012	205,011	36,211	206,974	31,000	15,471	9,770		550	62
60,410	230,302	90,520	432,270	49,251	302,500	140,950	55,304	98,000		2,471	3456
A. B. C. applicant											
6,963	19,349	6,303	91,630	5,505	20,141	5,010	6,702	6,065		751	600
			60		150		22,272	1,003	425	5	
			150,230						1,000		
			141,715	245					300		
61	204	222	1,344	402	222,000	100,052	14,001	1,104		55	21
			22		105,300	970	13,606	145	471	7	37
1,300	6,311	3,402	8,403	1,772	8,512	6,155	2,200	2,220		2,045	603
			153,700						407	47	6
			13,612		121,007	10,103	170		615	6	11
					322		20,777		822	57	100
6	10	20	560	20	2,047	630	234	100			10
					110,697		12,404				
98,562	1,531									1,317	1,000
									500	62	24
	14,354	1,130	153,497	670					830	17	11
4	48	70	251	270	4,476	103,612	1,340	345		9	3
							257	33,270	304	7	
			60		150		33,130	98,144	1,525	48	
							702	51,260	571	52	101
	131	24,403							949	27	57
1,400	3,020	2,213	5,001	1,333	5,000	1,700	1,002	904		3,107	134
1,650	4,650	6,112	8,520	6,011	8,400	8,100	1,302	700		391	1122
14,002	27,770	10,362	85,222	13,022	60,404	47,074	12,077	18,020	10,600	9,331	1,512
			200,707		1,000				5,022	20	10
		210,572		200,000		100,031			5,771		350
3,040	2,011	3,050	5,205	1,520	5,020	3,527	1,570	2,005		1,210	307
42,042	100,107	13,014	15,370	547	1,205	310	547	1,055		300	104
						122,050	2,002		1,154		
		220,412	3,051	205,150	3,100	177,730			1,000		60
		104,045		12,047					2,710	0	17
		207,076		200,412		110,707			9,000	50	57
21,001	207,150	247,200	710,447	212,761	870,502	200,310	30,240	6,210	20,022	1,120	2,225
22,122	100,001	220,051	441,220	210,454	602,300	207,413	32,207	10,002	22,330	1,000	2,654
1,020	5,522	9,710	22,207	14,702	70,947	20,020	9,021	3,020		220	60
25,100	97,001	44,700	100,007	30,251	430,005	60,775	31,112	20,777		550	200
							10,010	100	75	0	5
			9,023		230,011				5,523	52	27
							501	53,201	700	30	1
5,000	12,150	8,500	19,500	4,024	20,130	9,020	4,000	5,225		7,300	030
					10,000		83,007		000	7	41
			176,300		2,315				1,033	10	20
600	1,210	000	2,200	400	3,000	002	427	202		730	020

Distribution by Cities According to Population

Issue of	R.F.D.	Under 1000	1000 to 2500	Over 2500	Unclassified
Dec 30	63.00%	20.00%	4.00%	7.00%	1.00%
Dec	37.00%	20.00%	7.00%	21.00%	000
Jun 15	47.70%	20.00%	6.00%	14.00%	000
Jun	32.00%	20.00%	7.00%	13.00%	1.00%
Jun 30	34.00%	21.00%	6.00%	17.00%	
Dec	41.00%	22.00%	7.00%	9.00%	
Dec 30	36.00%	24.00%	7.00%	9.00%	
Dec	32.00%	20.00%	6.00%	14.00%	000
Feb	32.00%	24.00%	6.00%	14.00%	000
Jun 15	50.00%	26.00%	6.00%	2.00%	
Dec	30.00%	22.00%	5.00%	13.00%	1.00%
Jun 25	42.50%	21.00%	5.00%	9.00%	000
Jun 6	47.70%	22.00%	6.00%	6.00%	6.00%
Jun 15	60.11%	9.02%	3.00%	6.00%	
Jun 28	60.20%	7.00%	2.01%	4.00%	000
Jun 25	70.40%	10.00%	4.00%	6.00%	
Jun 20	72.20%	10.00%	4.00%	6.00%	
Jun	32.00%	12.00%	14.00%	20.00%	
Jun 30	60.00%	10.00%	3.00%	5.00%	
Apr 15	60.00%	19.00%	6.00%	5.00%	
Jun 15	19.01%	54.02%	10.00%	11.01%	
Dec	20.01%	44.00%	10.01%	10.00%	
Jun 28	70.00%	10.00%	4.00%	3.00%	000
Apr 26	55.00%	20.01%	4.00%	12.00%	000
Jun 7	02.00%	10.00%	2.00%	5.00%	
Jun 15	55.02%	24.00%	7.00%	11.00%	
Jun 5	40.00%	23.00%	5.00%	9.00%	2.00%
Jun 20	52.00%	24.00%	6.00%	16.00%	
Jun 20	71.00%	20.00%	2.00%	4.00%	
Jun	22.00%	27.00%	14.01%	27.00%	
Jun	60.00%	27.00%	6.00%	14.00%	1.00%
Dec	10.00%	22.00%	6.00%	15.00%	5.00%
Dec 20	70.00%	10.00%	2.01%	6.01%	
Oct 5	52.02%	21.00%	6.00%	8.00%	
Jun	20.00%	17.00%	14.00%	20.00%	
Dec 20	53.00%	23.00%	6.00%	14.00%	2.00%
May 10	00.00%	24.00%	4.00%	2.00%	
Jun 15	51.00%	21.00%	7.00%	6.00%	
Apr 1	22.00%	45.00%	6.00%	12.00%	1.00%
Jun 15	50.00%	21.00%	7.00%	10.00%	
Jun	20.00%	20.00%	5.00%	6.00%	
Dec	63.00%	20.00%	5.00%	10.00%	
Jun 25	32.00%	22.00%	10.00%	13.00%	2.00%
May 31	75.00%	14.00%	4.00%	5.00%	
Jun 8	50.00%	27.00%	5.00%	9.00%	1.00%
Jun 1	34.07%	40.00%	10.00%	13.00%	
Jun 20	01.00%	11.00%	2.00%	5.00%	
Jun	30.00%	17.00%	14.00%	27.00%	

Subscription Price

Per Copy	Per Year
.05	1.00
.10	.50
.05	1.00
.10	.35
.05	1.00
.05	.50
.10	1.00
.05	1.00
.10	.50
.05	.50
.05	1.00
.05	.50
.05	.50
.05	1.00
.05	.50
.05	.50
.05	.50
.05	1.00
.05	.50
.10	.50
.05	1.00
.05	.50
.05	.50
.05	.50
.05	.50
.05	.50

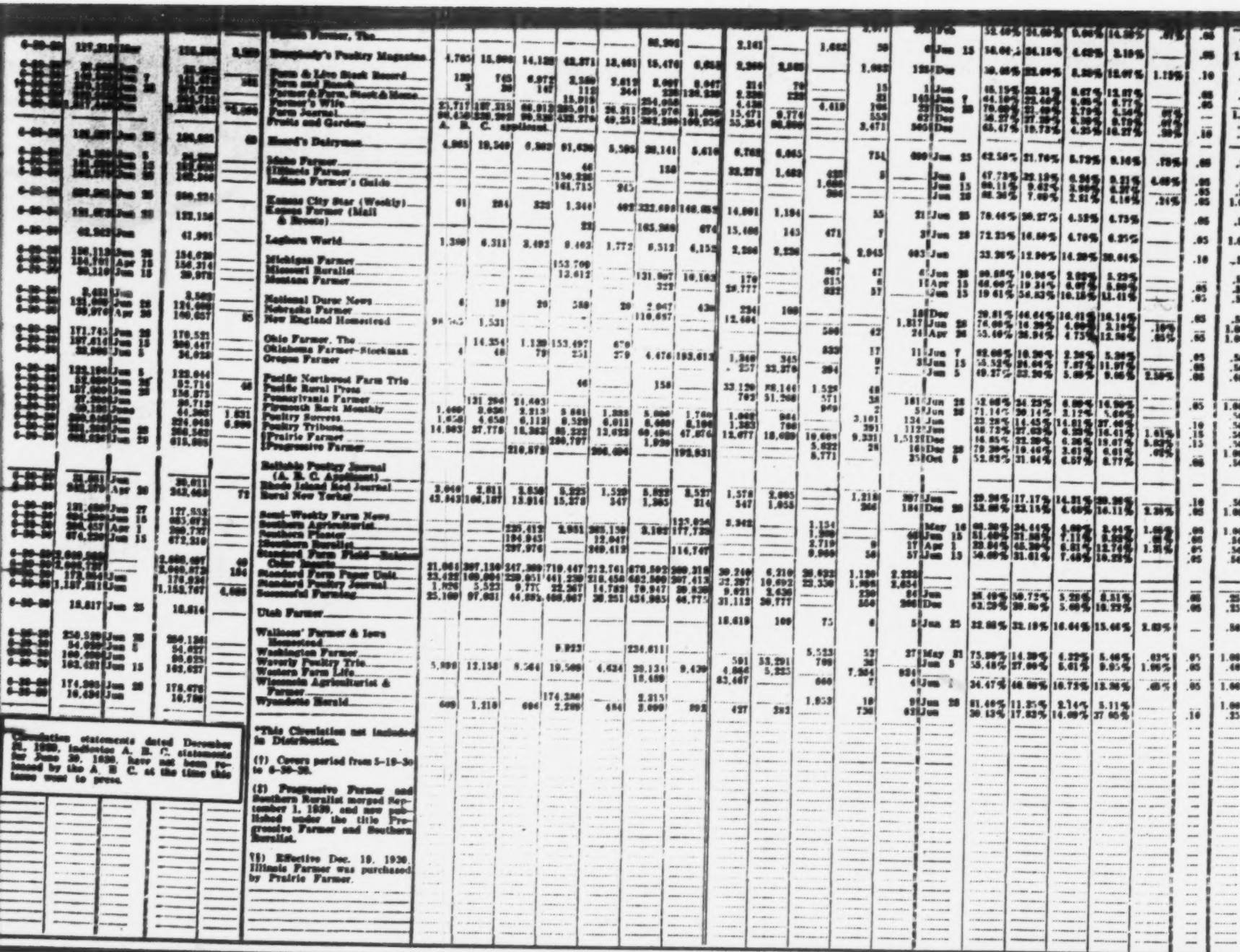
*This Circulation not included in Distribution.

(†) Covers period from 5-10-30 to 6-30-30.

(‡) Progressive Farmer and Southern Ruralist merged September 1, 1930, and now published under the title Progressive Farmer and Southern Ruralist.

(§) Effective Dec. 10, 1930, Illinois Farmer was purchased by Prairie Farmer.

MEDIA MARKET PLACE
A GUIDE TO RESULT-PRODUCING



Circulation statements dated December 31, 1930, indicate A. B. C. statements for June 30, 1930, have not been reissued by the A. B. C. at the time this issue went to press.

*This Circulation not included in Distribution.

(†) Covers period from 5-19-30 to 6-30-30.

(‡) Progressive Farmer and Southern Ruralist merged September 1, 1930, and now published under the title Progressive Farmer and Southern Ruralist.

(¶) Effective Dec. 19, 1930, Illinois Farmer was purchased by Prairie Farmer.

MEDIA MARKET PLACE

A GUIDE TO RESULT-PRODUCING ADVERTISING MEDIA

Valuable information will be found on many publications using the Media Market Place. See pages following the Business Paper Section.

132 The witness Gill resuming:

That exhibit (referring to Number 29) shows the papers that have a circulation in Indiana, as well as those that are published in Indiana. It shows the state and local papers and national farm papers and technical and vocational papers. It does not show any country weeklies or country dailies. The book shows the city dailies, but not on this page or exhibit, which is confined merely to some certain kind of farm papers. There are other farm papers published and circulated in Indiana. The Standard Rate and Data Service lists only the papers that are members of the Audit Bureau of Circulation, which is an organization of advertisers and publishers and advertising agencies which testifies as to the truthfulness of the circulation statements, that is, to check those statements made by the publishers and verifying the truth of those statements. The exhibits introduced while I have been on the stand show only those papers which belong to this Audit Bureau. There are others on which no accurate figures are available. I know of other papers published and circulated in Indiana outside of the ones shown in the exhibits. The Hoosier Farmer and the Bureau Farmer. I have a computation made from the exhibits showing the 1931 figures, showing the total circulation in Indiana of all papers included in the exhibits.

Q. What is the total?

A. That total is 669,989. There are 181,575 farms in Indiana, which information I get from the United States census for 1930. The ratio of the circulation of all farm papers in Indiana shown by Exhibit 29 and Exhibit 31 is as to
133 the number of farms in Indiana as 368 per cent, or better than three farm papers to the farm.

The Court: That includes these vocational papers, does it?

The Witness: Yes, sir, that only includes those in this exhibit.

National farm papers are papers which have a circulation in every state in the Union. That does not include any of these defendants. These papers are not national papers; they are sectional papers. Some of the national papers are: Capper's Farmer, published in Kansas but circulates all over; The Country Gentleman, published in Philadelphia; The Country Home, headquarters in New York with a pub-

lishing plant at Springfield, Ohio; The Farmer's Wife, published at St. Paul; The Farm Journal, published in Philadelphia; Successful Farmer, published in Des Moines. Those are papers which the trade knows as national papers. They circulate in every state, including Indiana. Those nationals have a total circulation in Indiana of 365,247, which is a ratio of circulation of national farm papers to the number of farms in Indiana, of 201 per cent, which means an average of two national papers to each farm in Indiana. There is a tabulation here from the Standard Rate and Data Company showing the distribution of the circulation of the Indiana daily papers.

The defendants here offered in evidence EXHIBIT #41, being a compilation for 1928 to 1932 by the Advertising Record Company.

Counsel for Plaintiff: We object to the competency of this evidence for the reason that it shows on its face that it comprises total advertising in national, state and sectional
134 farm papers, which makes it irrelevant, and that it in-
includes many papers which are not in any essential sense competitors of any of the publications involved in this litigation.

The Court: The objection is overruled; these I understand are farm papers.

Counsel for Defendants: Yes, all of them, and they are all referred to in our other exhibits.

Counsel for Plaintiff: Note an exception, please.

The Court: Practically all of the circulation of these papers have decreased—

The Witness: That is not circulation, that is advertising lineage.

The Court: The number of lines have decreased several hundred per cent, haven't they?

The Witness: Yes, sir—it is pretty bad.

Exhibit #41 was thereupon read in evidence, as follows:

135 EXHIBIT No. 41.

THE ADVERTISING RECORD COMPANY

Total Advertising in National, State & Sectional Farm Papers,
1928, 1929, 1930, 1931 and 1932.

New York Office
280 Broadway

Home Office,
43 East Ohio Street,
Chicago

136 Special Report from the Advertising Record Co.

GRAND TOTALS
National—State and Sectional Farm Papers

	1928	1929	1930	1931	1932
American Agriculturist	344881	357002	342458	240241	152355
Zone Advertising	.....	.....	.....	113087	89261
American Farming	79189	65114	47678	37354	11477
American Fruit Grower Magazine	91414	86874	87429	70567	37117
American Produce Grower	49672	38803	.....	.....	.....
Arizona Producer	.....	109573	150670	92789	66968
Arkansas Farmer	90792	79115	100296	76103	73363
Better Fruit	95516	83244	74684	60923	35861
Breeders Gazette	343786	345226	276679	171390	63601
Bureau Farmer	70903	66022	63480	36569	26570
California Citrograph	187692	223194	220882	222876	163317
California Cultivator	429655	448513	431293	335831	245441
Cappers Farmer	249266	296041	278517	218324	162113
Cappers Weekly	212461	170756	105857	121697	109074
Country Gentleman	690274	702413	606121	397644	221418
Country Home	168211	171959	138881	122466	104678
Dairy Farmer	167474	129242	.....	.....	.....
Dairymens League News	129439	121066	120058	98779	58649
The Dakota Farmer	454949	450375	393815	269953	145107
Farm and Ranch	506022	481437	402825	261397	149934
Farm Journal	189087	192633	159684	121684	84806
Farm Life	83012	.....	.....	.....	.....
Farm Mechanics	77747	72434	54393	33280	13419
Farm Stock and Home:					
The Farmer and Farm Stock and Home	300088	156315	.....	.....	.....
Minnesota Edition	640979	654923	594451	347923	222479
Dakotas-Montana Edition	.....	.....	.....	158334	181938
Farmers Home Journal	38461	30047	36006	52002	41116
Florida Farmer	142388	86425	.....	.....	.....
Florida Grower	141950	148055	148490	131940	108086
Hoards Dairyman	423358	420642	403982	267022	143044
Idaho Farmer	390671	327565	300510	232910	161904
Illinois Farmer	251775	247915	188722	.....	.....
Indiana Farmers Guide	441106	434729	375618	237065	125040
137					
Iowa Farmer and Corn Belt Farmer	83462	46186	51168	26628	.....
Iowa Homestead	663870	545036	.....	.....	.....
Kansas Farmer Mail and Breeze	548255	532320	457797	271278	138352
Michigan Business Farmer	190076	.....	.....	.....	.....
Michigan Farmer	484212	462552	398785	248304	138170
Missouri Farmer	86480	94725	76184	64844	70426
Missouri Ruralist	362364	358258	273075	185285	115148
Modern Farming	64779	.....	.....	.....	.....
Montana Farmer	345086	342288	275883	186361	119657
Nebraska Farmer	702850	698147	582317	366930	212506
New England Homestead	516273	545946	454205	367987	221230

Special Report from the Advertising Record Co.

	1928	1929	1930	1931	1932
Ohio Farmer	482539	482888	426638	290263	151938
Ohio Stockman and Farmer	229588	.....	.....	.....	.....
Oklahoma Farmer-Stockman	360953	346225	317808	212575	159542
Oregon Farmer	408604	328564	318964	246137	176214
Pacific Homestead	67865	43709	19975	.....	.....
Pacific Rural Press	514812	470483	463749	392656	305935
Pennsylvania Farmer	468251	474583	452387	325034	199456
Pennsylvania Stockman and Farmer	246192	.....	.....	.....	.....
Prairie Farmer:					
Illinois Edition	620993	587662	526980	334123	213030
Indiana Edition	.....	.....	.....	271963	165352
Progressive Farmer and Southern Ruralist:					
Carolinas-Virginia Edition	424461	404264	365262	235075	139131
Georgia-Alabama Edition	.....	366640	361148	223459	129205
Mississippi Valley Edition	.....	360532	352399	216959	117838
Texas Edition	.....	357140	333068	202905	122881
Kentucky-Tennessee Edition	.....	331421	321325	212084	119363
Rural New Yorker	523685	501903	444892	356777	241003
Semi-Weekly Farm News:					
Fri-Edition	204111	142828	109454	76976	62949
Tues-Edition	.....	.....	.....	81654	50403
South Dakota Farmer and Breeder	116322	90842	.....	.....	.....
Southern Agriculturist	253274	228639	202822	143021	88392
138					
Southern Cultivator	78067	46213	43993	41625	30499
Southern Planter	225521	218975	184798	143483	81092
Southern Ruralist	234753	200004	120069	.....	.....
Successful Farming	246789	277077	248608	205217	146248
Utah Farmer	192311	166016	193683	135063	84579
Wallaces Farmer and Iowa Homestead	537925	562090	697240	384552	223173
Washington Farmer	421303	342214	339739	258219	186200
Weekly Kansas City Star:					
Missouri Edition	550779	507604	485188	309791	212991
Kansas Edition	.....	.....	.....	.....	217310
Arkansas-Oklahoma Edition	.....	.....	.....	.....	209334
Western Farm Life	219366	214057	192072	146010	88582
Wisconsin Agriculturist & Farmer	520421	576227	579975	343824	221275
Wisconsin Farmer	522722	292748	.....	.....	.....
Wyoming Stockman Farmer	.....	.....	.....	57667	46915
Total	20201532	19744658	16775129	12094879	8214455

139 The following figures are based on the percent of the total of the publications as shown on pages 1 to 3.

	1928	1929	1930	1931	1932
The Farmer and Farm Stock and Home:					
Minnesota Edition	3.17%	3.32%	3.54%	2.88%	2.71%
Dakotas-Montana Edition	.....	.....	.....	1.31%	2.21%
Nebraska Farmer	3.48%	3.54%	3.49%	3.03%	2.59%
Prairie Farmer:					
Illinois Edition	3.07%	2.98%	3.14%	2.76%	2.59%
Indiana Edition	.....	.....	.....	2.25%	2.01%
Wallaces Farmer and Iowa Homestead	2.66%	2.85%	4.16%	3.18%	2.72%
Wisconsin Agriculturist & Farmer	2.58%	2.92%	3.46%	2.84%	2.69%

140 I, Laura C. Boland, hereby certify that I am the President and Treasurer of The Advertising Record Company, Inc., that the foregoing compilation consisting of four pages was prepared under my direction and supervision, and that the same is based upon records kept by The Advertising Record Company, Inc. in its regular course of business and that all of said compilation and data is true, accurate and correct as shown by said records.

I further certify that in the first column of the foregoing pages sets out the names of the various agricultural and farm papers published in the United States; The second column (under 1928) sets out the total number of lines of advertising matter printed in such papers for the year 1926; The third column (under 1929) the total number of lines of advertising matter printed in such papers for the year 1929; The fourth column (under 1930) the total number of lines of advertising matter printed in such papers for the year 1930; The fifth column (under 1931) the total number of lines of advertising matter printed in such papers for the year 1931; The sixth column (under 1932) the total number of lines of advertising matter printed in such papers for the year 1932.

I further certify that sheet Number four contains a compilation made by me which shows the percentage said advertising lineage bears to the total advertising lineage in the leading publications herein listed.

L. C. BOLAND,
President and Treasurer.

(Seal)

142 Exhibit 41 is an exhibit showing the lineage in the various farm papers from 1928 to 1932. Lineage represents the volume of advertising placed by advertisers in these publications. That is the measure of the publisher of a newspaper when he is selling to an advertiser a certain number of lines, and there are fourteen lines to a single column inch—they sell it either on a line basis or on the inch basis or on the page basis. That exhibit shows the percentage of the total lineage carried by the defendant papers here. I have totaled the 1928 percentage, which is 14.96 per cent. The total for 1929 is 15.61 per cent; the total for 1930 is 17.79 per cent; the total for 1931 is 18.15 per cent; the total for 1932 is 17.52 per cent. That is the per cent it bears to the total number of lines. The total of those lines for all these years are added there on the exhibit. For instance, it shows that there was a total lineage of twenty million lines in 1928, and that went down to 8,214,453 in 1932; that is, the entire industry lost twelve million out of twenty in those five years. It is possible to compute from Exhibit 41 how much business in 1928 the defendants and the plaintiff lost in percentage—what their general loss was. I have made that computation, that is, over a period of five years, from 1928 to 1932, inclusive. I selected for our group of publications and the Indiana Guide and tabulated on that basis—the Indiana Guide in that period lost 71 per cent; The Nebraska Farmer lost 70 per cent; The Prairie Farmer lost 66 per cent; Wallace's Farmer and the Iowa Homestead lost 59 per cent; and the Wisconsin Agriculturist and Farmer lost 57 per cent.

Q. So that the general ratio of loss ran from 71 per cent for the highest, for the Nebraska Farmer and the Indi-
143 ana Farmer's Guide, down to 50 per cent for the Wisconsin Agriculturist, which is a spread of 14 per cent between the lowest and the highest?

A. Yes, sir.

Q. Over a five year period?

A. Yes, sir.

That takes into consideration all the advertising carried in all those papers I have named, whether it was an advertisement contained in one separately, or all of them under this contract.

Cross-Examination (J. E. Gill).

In my evidence in chief, I said it was my understanding that the Hoosier Farmer and Farm Bureau were published in Indiana. I don't know that the Hoosier Farmer is the official organ of the Farm Bureau; I don't know anything about the distribution of its circulation. I have never seen a statement nor do I know what its circulation in Indiana is. I do know that the Bureau Farmer is the official organ of the American Farm Bureau Federation. I would call that a general farm paper. I would call any farm paper that has a bearing on agricultural matters in general, a general farm paper. I do not know that it is published in the interests of that organization.

The percentage of the advertising carried by the members of the Mid-West Unit as compared to all, in 1928, was 14.96 per cent, and the percentage increased in 1929 to 15.61 per cent. That is the percentage of the total. The figure of 1928 was computed on the twenty million lines, and the figure of 1929 was computed on the basis of the total lineage for 1929, which was 19,744,658 lines. In 1930 the percentage of our total was 17.79 per cent. In 1931 it was 18.15 per cent. In 1932 it was 17.52 per cent. In each instance, that was computed on the total lineage of all the papers combined. We added the total lineage and then the total percentage, and by so doing it gave our percentage of the total.

144 I testified that the total circulation of all the farm papers in Indiana had a ratio to farms of 368 per cent. In that I included the nationals—all farm papers circulating in Indiana, and I also testified that the circulating ratio of the nationals was 201 per cent, so that the ratio of farm papers, exclusive of nationals, would only be 167 per cent. I don't know that they are so distributed that each farm does take an average of one and one-half state papers, nor do I know that a lot of the papers go to the city. I haven't checked it on the city basis. If there is any circulation of these particular papers in the city, the question of percentage to farms would depend on whether or not the men who took it in the city own farms. Farm papers are classified as national farm papers, which is a paper that circulates over the Union in substantially all the states; and technical and vocational, as they are generally known. A technical publication is a paper that appeals to dairy farmers or any particular class of farming. The vocational paper is the

same as a technical paper. And then the other is the state and local farm paper—sometimes called sectional. Some people call state farm papers sectional farm papers and some of them call them state papers and some call them local papers. I understand the meaning of sectional paper to be a paper that covers a given section. For instance, some people call the Wallaces' Farmer and Iowa Homestead a sectional paper because it covers part of Nebraska and some of Illinois and some of Missouri. Its circulation is not limited to the state of Iowa. Assuming that state and national papers are the same thing, there now is published in Illinois one—The Prairie Farmer; one in Nebraska—The Nebraska Farmer. In 1928 there were published in Illinois, The Prairie Farmer and The Illinois Farmer. The Illinois Farmer was taken over by The Prairie Farmer.

145 The Court: How many are there in Indiana?

The Witness: There is two, what we call two Indiana farm papers. The Prairie Farmer, Indiana Edition, and the Indiana Farmer's Guide.

The Farm Life that was published at Spencer, Indiana, a while, was more or less national. It isn't published now. As to how long it has been suspended is one of those things that go out of your mind. I don't pay any attention to it. Just one state paper published in Iowa—Wallaces' Farmer and Iowa Homestead; just one in Nebraska—The Nebraska Farmer; one in Minnesota—The Farmer and Farm, Stock and Home; one in Wisconsin—Wisconsin Agriculturist and Farmer. The Farmer and Farm, Stock and Home, that is a Minnesota paper published at St. Paul. The two editions are the Minnesota Edition and the Dakota Edition. I don't know whether they are published at the same place. I don't know whether The Prairie Farmer, Illinois Edition, and the Indiana Edition are published at the same place. I have never seen the printing of the paper. I understand that is true, but I don't know it definitely.

Redirect Examination.

From Exhibit No. 29, there were thirty-six farm papers published in Illinois in 1931. There were ten farm papers in Indiana in 1931; eight in Minnesota; eight in Wisconsin.

C. V. GREGORY, recalled, further testified on direct examination:

As previously stated, I live at Wheaton, Illinois. I am connected with The Prairie Farmer, and also President
146 of the Mid-West Unit. Have been connected with The Prairie Farmer since 1911 and Vice-President since 1917, and from that time on I have been actively interested in the publishing and advertising side of the business, so that I have had an experience of more than twenty years with this business.

The field of advertising is very highly competitive, and I have never known a time when there wasn't keen competition in all sorts of advertising. The principal business of agricultural newspapers n the various classes is to reach farmers and those interested in farms. We have very many channels of competition in securing advertising—the other farm papers, particularly the so-called national farm papers, radio, direct mail—there is a great deal of advertising done by direct mail and a number of companies make a business of distributing advertising to the farmers by that method—and daily and weekly newspapers, and billboards. With certain classes of advertising, we are in competition with general magazines, and to some extent with vocational papers. There are certain farm organization papers that are direct competitors. The country newspapers carry the same advertising for the same people, in many instances, as the farm papers. Our class of papers, the so-called state and local farm papers, regard the national farm papers as our keenest competitors, because those national papers with a large circulation and economies of quantity production are able to offer lower advertising rates on the basis of volume of circulation. We were in business in 1925 and competition was very keen.

The Court: Let's see, your paper makes a lower rate when they advertise in all five papers, is that right?

The Witness: That is correct.

The Court: What is that goes into that—that makes a lower rate—you have five overheads just the same?

The Witness: We have five overheads, but we have considerable economy in soliciting business.

147 The Court: This Unit has an office and it solicits that business?

The Witness: It has two offices, one in Chicago and one in New York.

The Court: That pays nothing whatever, of the soliciting—

The Witness: Yes, sir.

The Court: It only pays its part?

The Witness: Yes, sir.

Q. Now, what was the effect, in past years, as to this competition of the national farm papers with the local farm papers, such as you were running?

This question was objected to on the ground that it was too remote and not proper evidence, but admitted over the plaintiff's objection and exception, on the theory that it bore upon the question of motive and whether a conspiracy had been entered into.

Local farm papers found it increasingly difficult to meet this national competition successfully, both because of the difficulty in making a low enough rate to compete and the difficulty of maintaining a large enough advertising force to do an adequate job of soliciting the accounts, and that condition got worse as time went on. Steps were taken to meet this competition of the national papers. The Standard Farm Papers was an organization jointly composed of local sectional state farm papers for the purpose of enabling them to compete more actively with these large national papers. Standard Farm Papers was organized rather loosely, back as far as 1908, but at various times this organization was strengthened and its soliciting force built up in order to meet this national competition. It had many changes in mem-
148 bership during its history. It is still in evidence. There have been various combinations of joint rates during the period of time from 1908, and it was for the purpose of meeting this competition—I have mentioned the matter of rate made possible by combining our force and made it possible for us not to offer as low a rate as the nationals were able to, but to come somewhat near it in a relatively better competitive position. And the other point meeting competition is this: that the advertising agencies who handled most of the advertising that goes to our class of papers, for the most part seem to have a preference for the papers of large circulation. It is easier for them to place an ad in one paper of one million or two million circulation than it is to duplicate the electrotypes and furnish the same ad for a dozen papers, and we wanted to make it easier for them to do busi-

ness with our class of papers by putting ourselves into a position, by offering a million or two millions, whatever it might have been at various times, on one order, and detailing and distributing among the papers in order to take care of them.

An electrotype is a form. All the paper has to do is to insert that in the press. The Mid-West Unit, which the evidence shows was formed in 1931, has been the name of a group of standard farm papers for two years before that. The Indiana Farmer at one time belonged to the Standard Farm Paper group. Later, the Indiana Farmer was purchased by the Farmer's Guide, and I think immediately following it resigned, or at any rate the Farmer went out of business and was taken over by this succeeding paper. I think I am correct on that.

In 1931, the rate of The Prairie Farmer was $1.80 per line. The rate of the Wallaces' Farmer was $1.75 and The Farmer $1.60, and The Nebraska Farmer 85¢; the Wisconsin Agriculturist $1.25. All publishers published their rates. There is a standard discount of 15 per cent to advertising agencies, but this agency in a way is a representative of
149 the publisher in creating new advertising, and the standard discount is given by all publishers of 15 per cent to the agencies, plus 2 per cent discount for cash. It is not customary in the farm paper field to vary the rate per line according to the number of lines they take. In the newspaper field it is. The functions of the Mid-West Unit in relation to advertising are, first, to solicit advertising through its Chicago and New York offices, and, second, to accept one contract for all its papers and one electrotype plate used,—simply placing the advertising for the advertisers, and the bill is contained in one bill from the Mid-West Unit office. We quote rates for publication in all of the newspapers. We give them a wholesale rate if they buy all the papers. Those rates change when one would get sometimes more papers and sometimes less. Exhibit No. 6 (handed to the witness for inspection) is the standard form Unit rate card in effect January 12, 1931, and the Mid-West Unit rates for that year were $4870.00 for a full page, and the line rate was $7.00. The number of lines to a page varies with the papers. In The Prairie Farmer and The Nebraska Farmer there are 728 lines. In other papers 784. Some of the pages are longer in some papers than others; not uniform in size.

As a member and President of the Mid-West Unit, I have

nothing to do with fixing the rates of any of the member papers nor have any control over the business of any of the other members. I do not know of the other members having any control over The Prairie Farmer that I work for. I suppose their own management fixes the individual rates of those various papers. That is our case, anyway.

In 1930 the percentage of our business received on Mid-West Unit orders, the lineage was 94,000 lines and that was about 23 or 24 per cent of our total lineage. In fixing the joint rate with other members of the Mid-West Unit,—
150 as previously explained, our competition is chiefly these national papers, so the point we start from is to put our rates down as nearly in line with theirs as we can afford to. I am talking about the competitive Mid-West Unit rate. To get that down as close a basis on circulation, of course, to these nationals, as our costs will allow us to. So that the rate is a compromise between the national rates and our own costs. Then that rate is established under that system by agreement. That is changed frequently. The real occasion for changes has been the addition of papers or the subtraction of papers, due to the fact that we have had changing organizations. Papers come in and go out, and then over the past five years there have been a number of consolidations in the territory, and that causes changes in the rates. Then the normal change in circulation sometimes causes changes in rates.

The Mid-West Unit has an office in Chicago—employs solicitors to get advertising. The only advertisers who are available for Unit business are the relatively large advertisers who are not in a position to do business over the entire territory.

I have been at all the meetings of the Mid-West Unit and the Indiana Farmer's Guide has never been discussed in our meetings. These rates have not been established with any purpose of competing with or injuring in any way the Indiana Farmer's Guide.

S. R. McKelvie, one of the directors of the Mid-West Unit, was at one time Governor of Nebraska, and later a member of the Farm Board. John Wallace that was a director is an Uncle to the present Secretary of Agriculture.

The solicitation by the Mid-West Unit is of advertisers whose appropriations cover a number of states and a large circulation. It is the kind of competition that has always existed and we believed through the Mid-West Unit we found

a means to meet it more efficiently and so help keep all farm state papers alive.

The sum of the individual rates of the Mid-West Unit
151 members for 1931 was $7.25 per line. If placed with the Mid-West Unit for all papers it would be $7.00—twenty-five cents a line less if you would place it with the Mid-West and go in the same publications as though attended to separately; that is, on a line basis. The discounts on pages, where there were full pages, were somewhat larger on that, because it is more economical to handle. Giving it to the Mid-West, the individual defendants would have no expense except that proportionate part of the expenses—the expense of securing advertising was less. We gained two ways.

In our own case, I think the existence of the Chicago and New York offices of the Mid-West Unit save us over our contribution to those offices perhaps twenty-five or thirty thousand dollars a year. That would be probably about ten or fifteen cents a line, in the case of our own paper.

There is such a thing in the publishing business as the Ralston coloring insert. Fred H. Ralston, shortly after the close of the War, came to a number of farm papers and offered to furnish them a colored insert to be bound into the center of their papers, an advertising insert, printing of high quality—much better than that going out on our regular press, and in regular colors—two to four colors, the object of that being to offer the advertisers a high quality of colored advertising that none of the papers individually at that time were prepared to furnish. Mr. Ralston made individual contracts with a considerable number of publishers. I think at one time he had fourteen on that list, and then he sold the business, printed the inserts and furnished them to these papers and they were bound in as Ralston colored inserts. That was sold at a premium around all the way from twenty-five to fifty per cent above the combined advertising rates of the papers. The difference was to pay for this extra quality. The securing of this specialized form of advertising to put in farm papers was controlled by contract with Ralston.

152 Taking Exhibit 15, I can tell which of those advertisements were colored inserts. This exhibit relates to the year 1930. In the year 1930, all of the Unit papers had a colored contract with Mr. Ralston. The Mid-West Unit had no connection with him. That colored insert in 1930 was not carried by the Indiana Farmer's Guide.

The second heading on Exhibit 15 reads: "Total lineage

of all accounts; on each of the Mid-West Unit group, which lineage was carried in the Indiana Farmer's Guide either in the years '28 or '29, but was omitted from the Indiana Farmer's Guide in the year 1930." That list first has a line by advertisers and with the lineage in each paper. In the list, No. 8, is Hood Rubber Products Company, Incorporated. That lineage account for the Mid-West Unit papers in the exhibit varies from 2856 to 3024, according to the different papers. Out of that lineage 2184 wyas Ralston colored insert advertising. No. 10 is the Quaker Oats Company, and that lineage varies from 728 to 6764 lines. Of that 728 lines was Ralston colored insert. No. 11 is R. C. Victor Company, Incorporated. That lineage varies from 4768 to 5048, and out of that 2912 was Ralston colored insert advertising. No. 12, Reynolds Tobacco Company—that lineage varies from 3640 to 3920, and 3640 lines of that was Ralston colored insert advertising. No. 13 is the Remington Arms Company. That lineage varies from 3640 to 3920—3640 was colored insert advertising. I might say that in the case of the Reynolds Tobacco Company and Remington Arms, that was all Ralston colored insert advertising. The fact that some have been listed here as 3920 and others 3640—that is simply due to the fact that some of these papers are an inch longer than others, while the colored insert pages were the same size and the advertising record came in at its regular lineage size of the page.

Number 17 in this list is the General Electric Company. The lineage varied in the papers from 2912 to 3136, and of that 2912 lines were Ralston insert advertising. So that for the year 1930, this compilation of business showed the 153 Indiana Farmers' Guide had carried in '28 or '29 but didn't carry in the year 1930—that total volume varied in the Mid-West Unit papers from 22,936 lines to 32,194 lines, and of that, 16,096 lines were Ralston colored insert advertising and much of the other was in Mid-West Unit advertising.

Cross-Examination (C. V. Gregory).

I have been an officer of the Prairie Farmer since 1917. I got on the Board of Directors very shortly after I went with the company in 1911 and have been continuously on the Board of Directors from that time until this. During the whole of that period of time I have attended all of the meetings of the Board of Directors. If I have missed any, I have read the

minutes of them and am familiar with them. In all of those meetings I have never heard at any time any discussion among the members of the Board of Directors regarding the competition or the situation between the Prairie Farmer and the Indiana Farmer's Guide. I don't recall any discussion of that subject at directors' meetings.

Q. I hand you a little document that is labeled, in printing, on the title page "Prairie Farmer, Chicago". Is that a document that was put out by the Prairie Farmer?

A. Well, I would not want to say just from the cover. That looks like our—

Q. Well, examine the whole document and see if it was, or any portion of it you wish to examine.

A. I should say that that was put out by us, yes.

Q. When was that put out?

A. The latest date I see here, on this record here, is 1931. I judge that probably was the year.

154 I cannot answer definitely among whom that was distributed. I judge that it is one of our documents for distribution to advertisers and other local dealers.

Q. I call your attention to page 22, Mr. Gregory—which is numbered in this case as Exhibit No. 13—in which you have a computation of the "Cost of covering Indiana with the Prairie Farmer, (Ind. Ed) instead of Farmer's Guide when the Mid-West Unit is used to cover the eight states of Indiana, Illinois, Wisconsin, Minnesota, North Dakota, South Dakota, Nebraska and Iowa", was not that discussed in your Board of Directors'—

A. We didn't discuss matters of that kind in the Board of Directors' meetings. Our meetings of the Board of Directors are simply to discuss the matters necessary to come before the Board.

Q. Did you put out documents of this kind, that go out to advertisers generally, without bringing them before your Board of Directors?

A. Oh, yes, sir. We never do bring them before a formal meeting of the Board.

Q. Then following the paragraph which I read is a detail of the rates, including The Farmer, two editions, Nebraska Farmer, Wallaces' Farmer, Wisconsin Agriculturist, Prairie Farmer, Illinois Edition, and Indiana Farmer's Guide—do you find that—have I read that correctly from the exhibit there?

A. That is correct.

Q. And then below that computation is a note "Substitute Prairie Farmer for Indiana and save 75c per line, $213.80 per column, $427.60 for two columns and $1081.20 for a page". Is that correct?

A. That is correct.

Q. Now was that discussed in your meetings of the Board of Directors?

A. No, sir.

155 Q. Well, was it discussed among the directors and officers of the company outside of meetings?

A. Quite likely it was. I was not in any such discussion. Our Advertising Department no doubt discussed it.

Referring to the Standard Farm Papers organization, that was an organization back in 1908. The Prairie Farmer became identified with it, I think about 1912 or '13. Not all of the other defendants were then identified with it. The Mid-West Unit, Incorporated, came into existence in 1930 or 1931. It came into existence as an unincorporated entity in '27 or '28. My best knowledge is that it started in January, 1928. That was not an incorporated group, just a division within the Standard Farm Papers. It also included some papers outside the group. The publishing company defendants in this case, some were not in existence. For instance, the Wallaces' Farmer and Iowa Homestead have been consolidated and a new corporation formed since that time, and the same with The Farmer and Farm, Stock and Home. At the time you speak of, the Wallaces' Farmer was a member and the Iowa Homestead was not. Since that time the two have been consolidated. The Kansas Farmer was outside. The Nebraska Farmer was a member of the Mid-West Unit—and the Prairie Farmer was a member of the Mid-West Unit, and the Wisconsin Agriculturist and the paper referred to as The Farmer; also some other papers.

As early as January of 1928, the organizations named were associated together in what was called the Mid-West Unit of the Standard Farm Papers, but whether you could call them members or not, when it was not incorporated, I do not know. The only concerted action was in making a discount where all these papers included in the Mid-West Unit were used. That was the concerted action. Any other action they took

156 was as Standard Farm Papers and not as the Mid-West Unit. Then later, in 1931, the Mid-West Unit was incorporated and certain of the constituent members of the unincorporated Mid-West Unit were dropped out at the time of the incorporation or prior thereto. At the time the Mid-West

Unit incorporated, it was organized by the selection of at least one officer from each of the five publishing company defendants in this case.

Referring to the question of classification of publications for advertising business, there is some advertising carried in state farm papers that would not be justified in using a national paper, but any advertising carried in national papers is a prospect for our papers.

We have rather well marked agricultural sections in which certain classes of advertising is peculiarly in demand. For instance, we have a section they call the corn belt section. The advertising that would be peculiarly adapted to what we refer to as the corn belt would not be desirable advertising for all of the national papers. There are two of those so-called nationals which have the bulk of their circulation in the corn belt, and they do compete pretty strongly for the kind of advertisement we are speaking of. In the corn belt I would include from Ohio to Nebraska and Kentucky up to the Canadian border. It is not just what the census classifies as central. Those states I outlined are where most of the corn is produced. There are other sections that are more peculiarly adapted to other classes of advertising. There is a cotton belt group. This middle western corn belt territory and the cotton belt are the two distinct types. There is the dairy industry, of course, that is rather definite, but not geographically. That is scattered all over the country.

Redirect Examination (C. V. Gregory).

In rates that are made by the Mid-West Unit they have
157 to use all of them together to get the discount rate. For instance, the Standard Oil Company of Indiana has never been using the Mid-West rate, because they have no distribution in Nebraska. They have to include the Indiana division of the paper in order to get the rate. Both the Indiana and Illinois division of the Prairie Farmer. They have also to include Nebraska, Wisconsin and Minnesota. All papers. If they leave out any one, the discount is not given. That is the plan on which the Standard Farm Papers ran for twenty-five years.

We never conspired or combined or connived together to monopolize any part of the advertising field in the territory of Indiana or any other territory.

This statement admitted over an objection on the ground that it called for a conclusion.

REBUTTAL.

HARRY BOGGS, being called on rebuttal, further testified as follows:

I have made an audit of the books and records of the Indiana Farmer's Guide Publishing Company for a period of time including the years 1928, 1929, 1930, 1931 and 1932, inclusive, and I ascertained the volume of business delivered in dollars and lineage for display advertising, as distinguished from classified, in each of the years mentioned. I have computed the percentage of decline on the total display advertising from the end of the year 1928 to 1932. I have computed the total decline on all advertising from 1928 to 1931.

158 Q. And what is that percentage?

A. The total decrease on all advertising—total lines, including display and classified in 1933, under 1929, was 79 per cent.

Q. That was '28 to '32?

A. That is decrease of the advertising in '32 under '29.

In response to a series of questions, it developed that the computation made by the witness was based upon the fiscal years of the plaintiff corporation and for the period ending March 31st, 1933, instead of the calendar years, following which:

Counsel for Defendants: We move to strike out the answer of the witness because it is clearly not rebuttal.

The Court: I think it is not rebuttal.

To this ruling an exception was reserved.

The plaintiff thereupon rested, and this was all the evidence given in the cause.

159 Whereupon the defendants, at the close of all of the evidence, moved the court to direct a verdict for the defendants, which motion was in writing, and omitting title and other formal parts was as follows:

"The defendants in the above entitled cause at the close of all of the evidence and before the commencement of the argument of counsel to the jury, each, separately, by their attorneys, move the court to instruct the jury to return a verdict for the defendants, severally, and the defendants, severally, move the court to give to the jury instruction No. 1, filed herewith."

Which motion for an instructed verdict the court sustained, to which ruling of the court the plaintiff asked for and was

given an exception. The court thereupon orally instructed the jury as follows:

"Gentlemen of the jury, in this case, which is, as I stated to you when you were accepted as jurors, is based on a complaint on the part of the plaintiff, wherein it is seeking to recover damages from these defendants by reason of the alleged violation of the Sherman Anti-Trust law—the first section of which provides that it is a violation of the law for one to form a conspiracy or combination with another in restraint of trade between the states; and the second section relates to the formation of a monopoly, for the purpose of interfering with commerce between different states, or different countries.

"There has been, in my opinion, a failure on the part of the plaintiff in this case to show that there has been any restraint of trade as between the different states, so far as the evidence in this case shows.

"That being true, this court would not have jurisdiction to entertain the case, at all, and your finding, under that state of facts, should be for the defendants.

To which instruction the plaintiff at the time asked for and was given an exception. The jury thereupon in open court returned its verdict for the defendants, as appears elsewhere in the record.

160 IN THE DISTRICT COURT OF THE UNITED STATES

For the District of Southern Indiana,

Indianapolis Division.

The Indiana Farmer's Guide Publishing Company, *Complainant,*	No. 9479
vs.	At Law.
The Prairie Farmer Publishing Company, *et al.,* *Defendants.*	

COURT'S CERTIFICATE.

I, Robert C. Baltzell, Judge of the District Court of the United States for the District of Southern Indiana, do hereby certify that the foregoing is a true and accurate condensed statement of all the evidence, offers of counsel, objections

thereto and rulings of the court thereon, with the motion of the defendants for an instructed verdict at the close of the evidence, ruling thereon and exception thereto, and the instruction by the court for the jury to return a verdict for the defendants and exception thereto, in the above entitled case, all of which is so certified and ordered to be filed and to become a part of the record for use on appeal in said cause, this 15" day of August, 1933.

ROBERT C. BALTZELL,
Trial Judge.

34 And afterwards to wit: at the May Term of said Court, on the 15th day of August, 1933, before the Honorable Robert C. Baltzell, Judge of said Court, the following further proceedings were had herein, to wit:

Comes now the plaintiff by its attorneys, and files petition for appeal, and also files assignment of errors, which are respectively as follows:

35 * * (Caption) * *

To the Honorable Robert C. Baltzell, District Judge:

The above named plaintiff, feeling aggrieved by the judgment rendered and entered in the above entitled cause on the first day of June, 1933, does hereby appeal from said judgment to the United States Circuit Court of Appeals for the Seventh Circuit, for the reasons set forth in the assignment of errors filed herewith, and it prays that its appeal be allowed and that citation be issued as provided by law, and that a transcript of the record proceedings and documents upon which said judgment was based, duly authenticated, be sent to the United States Circuit Court of Appeals for the Seventh Circuit, under the rules of such court in such cases made and provided. And your petitioner further prays that all further proper orders relating to the appeal herein prayed for be made and entered.

U. S. LESH for
LESH & LESH,
Indianapolis, Ind.
EBEN LESH for
LESH & LESH,
Huntington, Ind.
Attorneys for Complainant.

36 * * (Caption) * *

ASSIGNMENT OF ERRORS.

Comes now the plaintiff in the above entitled cause and files the following assignment of errors upon which it will rely in its prosecution of the appeal in said cause from the judgment and decree made and rendered by the Honorable Court on the first day of June, 1933:

I.

The Court erred in overruling the plaintiff's objection to the admission in evidence of Defendants' Exhibits Nos. 29, 30 and 31, these exhibits being a compilation of the circulations of various publications throughout the United States, as compiled by Standard Rate and Data Service and published in its November issue for 1931; the ground of the objection being that said evidence was irrelevant to any of the issues in the cause and included publications which are in no way involved in this case and over territory that is not embraced within the territory in which the publications involved in this case gen-
erally circulate, and included publications not purporting
37 to be in the general field of the farm industry, but merely
subsidiary branches. But the Court overruled said objection and granted an exception, all as more fully appears in the bill of exceptions.

II.

The Court erred in permitting the witness Gregory to testify, over the objection and exception of the plaintiff, to the effect that the defendants found it necessary to enter into the combination rates of which complaint was made, in order to meet the competition of the national farm papers, this testimony having been admitted upon the theory that it bore upon the question of moive as to whether or not a conspiracy had been entered into.

III.

The Court erred in admitting in evidence over the objections and exceptions of the plaintiff, Defendants' Exhibit No. 41, said exhibit being a compilation showing the advertising

lineage in the various farm papers from 1928 to 1932, inclusive.

IV.

The Court erred in excluding the offered evidence by Harry Boggs, when called as a witness on rebuttal, showing a computation made by him of the advertising lineage carried by the plaintiff during its fiscal years beginning with March, 1928, and extending to March, 1933, in comparison with the advertising carried by the defendants during the same period, said evidence having been excluded on the ground that the computation was not based upon the calendar years covered by the testimony of the defendants instead of the fiscal years for which the plaintiff made up its records.

V.

The Court erred in sustaining the defendants' motion for an order directing the jury to return a verdict for the de-
38 fendants, to which ruling the plaintiff at the time excepted, as elsewhere appears of record.

VI.

The Court erred in instructing the jury, at the close of the evidence, as follows:

"Gentlemen of the Jury, in this case which is as I stated to you when you were accepted as jurors, is based on a complaint on the part of the plaintiff, wherein it is seeking to recover damages from these defendants by reason of the alleged violation of the Sherman Anti-Trust law—the first section of which provides that it is a violation of the law for one to form a conspiracy or combination with another in restraint of trade between the states; and the second section relates to the formation of a monopoly, for the purpose of interfering with commerce between different states, or different countries.

"There has been, in my opinion, a failure on part of the plaintiff in this case to show that there has been any restraint of trade as between the different states, so far as the evidence in this case shows.

"That being true, this court would not have jurisdiction to

entertain the case, at all, and your finding, under that state of facts, should be for the defendant."

To which instruction the plaintiff at the time asked for and was given an exception.

VII.

The Court erred in instructing the jury to return a verdict for the defendants at the conclusion of the evidence in said case.

Wherefore, the appellant prays the United States Circuit Court of Appeals for the Seventh Circuit, for an order
39 that the judgment of the court below be reversed, and that said District Court of the United States for the District of Southern Indiana, be required to enter an order reversing its decision in said cause, and granting a new trial thereof, and such other relief as may be found proper.

U. S. LESH,
U. S. Lesh for
LESH AND LESH,
Indianapolis, Ind.
EBEN LESH for
LESH AND LESH,
Huntington, Ind.
Attorneys for Complainant.

40 Entry for August 15, 1933, Continued.

Entered Aug. 15, 1933.

And thereupon it is ordered that the prayer of said petition for appeal be, and the same is hereby allowed, upon the filing of an appeal bond in the sum of Five Hundred ($500.00) Dollars with good and sufficient surety thereon, to be approved by the Court.

And the plaintiff now files its appeal bond in the sum of Five Hundred ($500.00) Dollars with the National Casualty Company as surety thereon, which bond is approved by the Court and is as follows:

41 * * (Caption) * *

APPEAL BOND.

Know All Men By These Presents, that we, The Indiana Farmer's Guide Publishing Company, as principal, and National Casualty Company as surety, are held and firmly bound unto The Prairie Farmer Publishing Company, Wallace Publishing Company, The Wisconsin Farmer Company, The McKelvie Publishing Company, Webb Publishing Company, Midwest Farm Paper Unit, Inc., defendants and appellees, in the sum of Five Hundred ($500.00) Dollars, to be paid to them, for the payment of which well and truly to be made we bind ourselves and our successors, jointly and severally, firmly by these presents.

42 Sealed with our seals and dated the 11 day of August, A. D. 1933.

The condition of the above obligation is such that whereas the above bounden The Indiana Farmer's Guide Publishing Company has prosecuted an appeal to the United States Circuit Court of Appeals for the Seventh Circuit to reverse the order and judgment rendered in the above entitled suit by the Honorable Robert C. Baltzell, Judge of the District Court of the United States for the District of Southern Indiana:

Now, Therefore, if the above bounden The Indiana Farmer's Guide Publishing Company shall prosecute said appeal to effect and pay all costs, if it fails to make good its plea, then this obligation shall be void, otherwise the same shall be and remain in full force and virtue.

THE INDIANA FARMER'S GUIDE PUBLISHING COMPANY. (Seal)
By FRANK MARTIN JR.
NATIONAL CASUALTY COMPANY (Seal)
By EBEN LESH,
Agt.

Taken and approved at the time of allowance of appeal.

ROBERT C. BALTZELL,
Judge, District Court of the United States.

161 Entry for August 15, 1933 Continued. Filed Aug. 1933.

And the plaintiff also files praecipe for transcript, which praecipe is as follows:

162 * * (Caption) * *

PRAECIPE FOR TRANSCRIPT.

The complainant in the above entitled cause respectfully requests the Clerk of the court to prepare and certify, for the use of the plaintiff on the appeal to the United States Circuit Court of Appeals for the Seventh Circuit, a transcript of the record and proceedings in said cause, including therein the following papers, entries and proceedings, to-wit: The original complaint, exclusive of the second count or paragraph, which was dismissed; the answers of each of the several defendants; the supplemental complaint; the motion for a directed verdict as filed at the conclusion of the evidence; the verdict; judgment thereon; the petition for an appeal; the assignment of errors; the original bill of exceptions, and the certificate of the evidence by the court; and all record entries relating to said proceedings, including the entries showing the filing of the original complaint; the dismissal of the second count or paragraph; the filing of all answers; the filing of the supplemental complaint; the entries showing the submission and proceedings relating to the trial and the aforesaid motion for an instructed verdict; the return of the verdict; the judgment thereon; the petition for appeal; the assignment of errors; the bill of exceptions and all other entries in said cause.

U. S. LESH,
LESH AND LESH,
Indianapolis,
EBEN LESH for
LESH AND LESH,
Huntington,
Attorneys for Plaintiff.

163 United States of America
Southern District of Indiana } ss:
Indianapolis Division

I, Albert C. Sogemeier, Clerk of the United States District Court in and for the Southern District of Indiana, do hereby certify that the above and foregoing is a true and full transcript of the record and proceedings in the cause of The Indiana Farmer's Guide Publishing Company v. The Prairie Farmer Publishing Co., et al., No. 9497 at Law, according to the praecipe filed August 15, 1933, now remaining among the records of said Court in my office.

I further certify that the original Bill of Exceptions and the original Citation have been incorporated into said transcript.

In Testimony Whereof, I have hereunto subscribed my name and affixed the seal of the aforesaid Court at Indianapolis, this 26th day of August, 1933.

ALBERT C. SOGEMEIER,
(Seal) *Clerk, United States District Court.*
Southern District of Indiana.

43 Entry for August 15, 1933, Continued.

And the plaintiff also files citation, which citation is as follows:

44 CITATION.

Filed Aug 15 1933 Albert C. Sogemeier, Clerk.

UNITED STATES OF AMERICA

To The Prairie Farmer Publishing Company, Wallace Publishing Company, The Wisconsin Farmer Company, The McKelvie Publishing Company, Webb Publishing Company, Midwest Farm Paper Unit, Inc., Greeting:

You are hereby cited and admonished to be and appear at a United States Circuit Court of Appeals for the Seventh Circuit, to be holden at Chicago thirty days after the date hereof, pursuant to an appeal which has been allowed by the District Court of the United States for the Southern District

of Indiana, from its final judgment in a suit wherein The Indiana Farmer's Guide Publishing Company is Appellant, and you are Appellees, to show cause, if any there be, why the judgment rendered against the said Appellant as in the said appeal, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness The Honorable Robert C. Baltzell, Judge of the District Court of the United States for the Southern District of Indiana, this 15th day of August, 1933.

ROBERT C. BALTZELL,
Judge.

The Prairie Farmer Publishing Company, Wallace Publishing Company, The Wisconsin Farmer Company, The McKelvie Publishing Company, Webb Publishing Company, Midwest Farm Paper Unit, Inc., hereby acknowledge service of the above and foregoing citation by having severally received a true copy thereof this 15th day of August, 1933. through their attorneys of record at Indianapolis, in said District.

SLAYMAKER, MERRELL & LOCKE,
By BURKE E. SLAYMAKER,
Attorneys for Above Named Defendants and Appellees.

UNITED STATES CIRCUIT COURT OF APPEALS

For the Seventh Circuit.

I, Frederick G. Campbell, Clerk of the United States Circuit Court of Appeals for the Seventh Circuit, do hereby certify that the foregoing printed pages, numbered from 1 to 147, inclusive, contain a true copy of the printed record, printed under my supervision and filed on the twenty-sixth day of September, 1933, on which the following entitled cause was heard and determined:

The Indiana Farmer's Guide Publishing Company,
Appellant,

vs.

The Prairie Farmer Publishing Company, *et al.*,
Appellees,

No. 5065, October Term, 1933, as the same remains upon the files and records of the United States Circuit Court of Appeals for the Seventh Circuit.

In Testimony Whereof I hereunto subscribe my name and affix the seal of said United States Circuit Court of Appeals for the Seventh Circuit, at the City of Chicago, this 19th day of April, A. D. 1934.

FREDERICK G. CAMPBELL,
Clerk of the United States Circuit Court of Appeals for the Seventh Circuit.

(Seal)

At a regular term of the United States Circuit Court of Appeals for the Seventh Circuit begun and held in the United States Court Room in the City of Chicago in said Seventh Circuit, on the fourth day of October, 1932, of the October Term in the year of our Lord one thousand nine hundred and thirty-two, and of our Independence the one hundred and fifty-seventh.

The Indiana Farmer's Guide Publishing Co.
5065 *vs.*
The Prairie Farmer Publishing Co., Wallace Publishing Co., The Wisconsin Farmer Co., The McKelvie Publishing Company, Webb Publishing Co., Midwest Farm Paper Unit, Inc.

Appeal from the District Court of the United States for the Southern District of Indiana, Indianapolis Division.

And afterwards, to-wit: On the sixth day of September, 1933, there was filed in the Office of the Clerk of this Court, an appearance of counsel for appellant, which said appearance is in the words and figures following, to-wit:

UNITED STATES CIRCUIT COURT OF APPEALS

For the Seventh Circuit.

No. 5065. October Term, 1932.

Indiana Farmer's Guide Publishing Company

vs.

Prairie Farmer Publishing Company, *et al.*

The Clerk will enter our appearance as counsel for appellant.

U. S. LESH,
JAMES E. LESH,
Indianapolis, Indiana.
EBEN LESH,
JOSEPH LESH,
Huntington, Indiana.

Endorsed: Filed September 6, 1933. Frederick G. Campbell, Clerk.

And afterwards, to-wit: On the eighteenth day of September, 1933, there was filed in the Office of the Clerk of this Court, an Appearance of counsel for appellee, which said appearance is in the words and figures following, to-wit:

UNITED STATES CIRCUIT COURT OF APPEALS

For the Seventh Circuit.

No. 5065. October Term, 1932.

Indiana Farmer's Guide Publishing Company

vs.

Prairie Farmer Publishing Company, *et al.*

The Clerk will enter our appearance as counsel for Appellee.

MAXWELL V. BEGHTAL,
Lincoln, Neb.
THOMAS E. MURPHY,
Chicago, Ill.
BURKE G. SLAYMAKER,
Indianapolis, Ind.
CLARENCE F. MERRILL,
Indianapolis, Ind.

Endorsed: Filed September eighteenth, 1933. Frederick G. Campbell, Clerk.

At a regular term of the United States Circuit Court of Appeals for the Seventh Circuit begun and held in the United States Court Room in the City of Chicago in said Seventh Circuit on the third day of October, 1933, of the October Term, in the year of our Lord one thousand nine hundred and thirty-three, and of our Independence the one hundred and fifty-eighth.

And afterwards, to-wit: On the ninth day of January, 1934, the following further proceedings were had and entered of record, to-wit:

Tuesday, January 9, 1934.

Court met pursuant to adjournment and was opened by proclamation.

Before:

Hon. Samuel Alschuler, Circuit Judge.
Hon. Evan A. Evans, Circuit Judge.
Hon. William M. Sparks, Circuit Judge.

Indiana Farmer's Guide Publishing Co.
5065 *vs.*
Prairie Farmer Publishing Company, *et al.*

Appeal from the District Court of the United States for the Southern District of Indiana, Indianapolis Division.

It is ordered by the Court that this cause be, and the same is hereby set down for hearing on February 16, 1934.

And afterwards, to-wit: On the sixteenth day of February, 1934, the following further proceedings were had and entered of record, to-wit:

Friday, February 16, 1934.

Court met pursuant to adjournment and was opened by proclamation.

Before:

Hon. Samuel Alschuler, Circuit Judge.
Hon. Evan A. Evans, Circuit Judge.
Hon. Louis FitzHenry, Circuit Judge.

Indiana Farmer's Guide Publishing Co.
5065 *vs.*
Prairie Farmer Publishing Company, *et al.*

Appeal from the District Court of the United States for the Southern District of Indiana, Indianapolis Division.

Now this day come the parties by their counsel and this cause now comes on to be heard on the printed record and briefs of counsel and on oral arguments by Mr. Eben Lesh and Mr. U. S. Lesh, Counsel for Appellant, and Mr. Burke G. Slaymaker, Counsel for Appellee, and the Court having heard the same takes this matter under advisement.

And afterwards, to-wit: On the thirtieth day of March, 1934, there was filed in the office of the Clerk of this Court, the Opinion of the Court, which said Opinion is in the words and figures following, to-wit:

IN THE UNITED STATES CIRCUIT COURT OF APPEALS

For the Seventh Circuit.

No. 5065. October Term, 1933, January Session, 1934.

THE INDIANA FARMER'S GUIDE PUBLISHING COMPANY,
Appellant,

vs.

THE PRAIRIE FARMER PUBLISHING COMPANY, WALLACE PUBLISHING COMPANY, THE WISCONSIN FARMER COMPANY, THE McKELVIE PUBLISHING COMPANY, WEBB PUBLISHING COMPANY, MIDWEST FARM PAPER UNIT, INC.,
Appellees.

Appeal from the District Court of the United States for the Southern District of Indiana, Indianapolis Division.

March 30, 1934.

Before ALSCHULER, EVANS, and FITZHENRY, *Circuit Judges.*

EVANS, *Circuit Judge.* Appellant brought this action to recover damages resulting from appellees' alleged illegal agreements or combinations which, it is asserted, violated sections 1, 2, and 7 of the Sherman Anti-Trust Act (15 U. S. C. A. Secs. 1, 2, 15). Treble damages were sought as allowed by said section 7.

Appellees defended on several grounds, the two principally relied on being: (a) No interstate commerce was involved in the alleged illegal combinations which dealt with the subject of magazine advertising. *Blumenstock* v. *Curtis Brothers Publishing Co.*, 252 U. S. 436, 438. (b) The agreement which appellees executed did not create a monopoly nor did it have

the effect of unlawfully restraining interstate commerce in the manner condemned by the act. *Appalachian Coals Inc.* v. *U. S.*, 288 U. S. 343; *Standard Oil Company* v. *U. S.*, 283 U. S. 163.

The court directed a verdict in favor of appellees.

Sections 1 and 2 of the act read as follows:

> Section 1. "Every contract, combination in the form of trust or otherwise, or conspiracy, in restraint of trade or commerce among the several States, or with foreign nations, is declared to be illegal. Every person who shall make any such contract or engage in any such combination or conspiracy, shall be deemed guilty of a misdemeanor. * * *"
>
> Section 2. "Every person who shall monopolize, or attempt to monopolize, or combine or conspire with any other person or persons, to monopolize any part of the trade or commerce among the several States, or with foreign nations, shall be deemed guilty of a misdemeanor, * * *."

In view of our acceptance of appellees' second contention, the statement of facts will be directed to the issue thus presented.

The facts: Appellant is an Indiana corporation engaged in publishing a farm paper or magazine which circulates in Indiana and other states in the Middle West and has its plant and principal place of business in Huntington, Indiana. It has for years transacted a large and successful business, being the leading farm magazine published in Indiana.

Appellees, with the exception of the Midwest Farm Paper Unit, are corporations organized in states other than Indiana. They were all engaged in publishing farm magazines. They published them as follows: The Prairie Farmer, two magazines, one in Illinois and one in Indiana; Wallace Publishing Company, one farm magazine in Iowa; the Wisconsin Farmer Company, one magazine in Wisconsin; The McKelvie Publishing Company, one magazine in Nebraska; The Webb Publishing Company, two editions of a magazine, one edition circulating in Minnesota and the other in the Dakotas.

The Midwest Unit is a corporation which was organized in 1931, to succeed a copartnership which was formed in 1928. Its directors and officers were composed of representatives of the five last-named publishing companies.

Appellant averred and proved that advertising is essential to the successful conduct of a farm magazine, and is its life

blood. There are two kinds of advertising, commercial and classified. The latter is in small type under classified headings, and the former is in display type. The revenue derived from the former far exceeds that obtained from classified advertising. Appellant's grievance is directed largely to the commercial advertising.

Midwest Farm Paper Unit was the representative or agent of the other appellees, and its business was the solicitation of joint advertising for said magazines. The complaint alleged that appellees who joined in forming said Midwest Farm Paper Unit

> "entered into a contract, combination and conspiracy for the purpose of obtaining a monopoly of the farm paper business, including the publication, circulation, and distribution of printed matters and of advertisements of peculiar interest to farmers within the territory covered by the aforesaid publications; that in furtherance of this combination and conspiracy, they conceived a plan and design calculated to break down and destroy competition with other farm publications within said territory; that in order to effectuate that purpose they agreed upon a combination schedule of advertising rates for their combined publications, including the Indiana Edition of The Prairie Farmer and the Dakota Edition of The Farmer and Farm, Stock and Home, materially below the combined rates for the separate publications; that it was a part of said contract, combination and conspiracy that no other publisher of any farm journal circulating within said territory should be allowed to join with them in carrying any of the advertising business on equally favorable terms as fixed in the combination schedules, nor should any advertiser be allowed relatively reduced rates for the combination publications exclusive of the Indiana Edition of The Prairie Farmer or the Dakota Edition of The Farmer and Farm, Stock and Home."

The practice followed by appellees was to offer to the large advertisers space in all magazines for a sum less than would be charged for space in only five such magazines if advertising were placed in each separately.

Appellant offered exhibits showing full page advertisements carried by Midwest Farm Paper Unit in each of appellees' magazines, which showed that advertisers who carried full page advertisements in all the magazines published by the five appellees paid less by about $1,000 than when like

advertisement was contracted separately with each publishing company. They further advertised that if Prairie Farmer (Indiana edition) were substituted for advertisement in appellant's magazine and the joint rate for all magazines of all five appellees taken, the saving would be $1081.20 an issue.

Appellant also showed that because of such competition it lost some of its advertisers and, upon a theory explained by its accountant (not material here), it was damaged to the amount of $145,000.

To support their contention that no monopoly was created and no unlawful restrictions placed upon free competition of magazines for advertising of the larger advertisers, charts and statistics appear which showed the size, growth, and trend of farm magazines and the amount of advertising, etc., during the years 1928 to 1932. Briefly, such figures disclosed: From 1928 to 1932, inclusive, there were approximately 300 different weekly magazines published in the United States, devoted chiefly to agriculture and the interest of the farmer, and whose subscribers were for the most part, farmers or city agriculturists who owned farms. The total number of all such magazines circulated in Indiana was 669,989. There were 181,575 farms in Indiana, as shown by the United States 1930 census. In other words, there were published and circulated more than three farm magazines to each farm in Indiana. Farm magazines are divided into two classes: national and state. The national farm magazines have a national circulation. These national magazines had a circulation in Indiana of 365,274 or two national magazines to each farm. Appellant's circulation in 1928 was 160,000. It remained the same in 1929, 1930, and 1931. In 1932, it was 165,000.

In 1928, the percentage of appellees' magazines of all farm journal advertising was 14.96 per cent. In 1929, it was 15.61 per cent.; in 1930, 17.79 per cent.; in 1931, 18.15 per cent.; and in 1932, 17.52 per cent.

The 1928-1932 depression was so severe that the total advertising in farm periodicals decreased from twenty million lines to eight million lines.

From 1928 to 1932, appellant lost 71 per cent. of its business; the Nebraska Farmer lost 70 per cent; the Prairie Farmer lost 66 per cent.; Wallace's Farmer lost 59 per cent.; and the Wisconsin Agriculturalist lost 57 per cent.

The number of farm magazines published in the various

states was given as follows: Wisconsin, nine; Nebraska, three; Minnesota, eight; Illinois, thirty; Indiana, ten; Iowa, eighteen; North Dakota, one; and South Dakota, one.

Farm magazines (state as well as national) find competitors for advertisements in the radio, mails, billboards, general magazines, farm organization papers, and country newspapers.

Appellees contended that they united only to more successfully compete with the so-called national farm magazines. The advertisers were attracted by the combined circulation for they thereby enjoyed certain economies such as the avoidance of duplicates in electro-types, etc.

In disposing of the appeal we have accepted appellant's assertion that it lost some commercial advertisers due to the combination rate of appellees. We are, however, not satisfied that appellant has established a fact which rested upon it to prove; viz., that through this combination there was effected such a restraint of interstate commerce as would materially affect the entire farm journal advertising business.

Such is the requirement laid down in *Standard Oil Company* v. *United States,* 283 U. S. 163. The facts in that case indicated a much greater control of the gasoline production industry than is present in the case before us. In that case there was evidence showing that the contract was constantly increasing the control of the companies that monopolized the cracking processes in the oil industry. Not only had there been a steady increase in the amount of oil produced by this process, but the contract which was sought to be restrained, and which it was alleged had a strong tendency to stifle competition, had twenty-five years yet to run. The court held there was, nevertheless, no restraint of competition such as violated sections 1 or 2 of the Anti-Trust Act. Likewise, it seems the facts in *Appalachian Coals Inc.* v. *United States,* 288 U. S. 343, presented a case of much stronger domination by the combinations that had formed than the one before us. We recognize there are essential fact differences which make comparisons of different industries of little value. But we cannot escape the force of appellees' statement—

> "* * If, as held in *Standard Oil* v. *United States,* 283 U. S. 163, the owners of 55 per cent of the gasoline in the United States could not by combination obtain a monopoly in violation of the Sherman Act, and if, as held in *Appalachian Coals* v. *United States,* 288 U. S. 343, the owners of 74 per cent of the coal mined in a certain territory could not obtain a monopoly in violation of the

Sherman Act, then how can it be held that 5 out of approximately 300 newspapers can obtain a monopoly of advertising, and how can it be held that newspapers which do only approximately 15 per cent of the advertising in the farm journal field can obtain a monopoly?''

In the face of these two decisions we agree with Judge Baltzell that a proper case for the application of sections 1, 2, and 7 of the Anti-Trust Act was not established.

The judgment is affirmed.

Endorsed: Filed March 30, 1934. Frederick G. Campbell, Clerk.

And on the same day, to-wit: On the thirtieth day of March, 1934, the following further proceedings were had and entered of record, to-wit:

Friday, March 30, 1934.

Court met pursuant to adjournment and was opened by proclamation.

Before:

Hon. Samuel Alschuler, Circuit Judge.
Hon. Evan A. Evans, Circuit Judge.
Hon. Louis FitzHenry, Circuit Judge.

The Indiana Farmer's Guide Publishing Co.		
5065	*vs.*	
The Prairie Farmer Publishing Co., Wallace Publishing Co., The Wisconsin Farmer Co., The McKelvie Publishing Co., Webb Publishing Co., Midwest Farm Paper Unit, Inc.		Appeal from the District Court of the United States for the Southern District of Indiana, Indianapolis Division.

This cause came on to be heard on the transcript of the record from the District Court of the United States for the Southern District of Indiana, Indianapolis Division, and was argued by counsel.

On Consideration Whereof: It is now here ordered and adjudged by this Court that the judgment of the said District Court in this cause be, and the same is hereby affirmed with costs.

UNITED STATES CIRCUIT COURT OF APPEALS

For the Seventh Circuit.

I, Frederick G. Campbell, Clerk of the United States Circuit Court of Appeals for the Seventh Circuit, do hereby certify that the foregoing printed pages, numbered from 151 to 159, inclusive, contain a true copy of the proceedings had and papers filed (excepting briefs of counsel) in the case of

The Indiana Farmer's Guide Publishing Company,
Appellant,

vs.

The Prairie Farmer Publishing Company, *et al.*,
Appellees,

No. 5065, October Term, 1933, as the same remains upon the files and records of the United States Circuit Court of Appeals for the Seventh Circuit.

In Testimony Whereof I hereunto subscribe my name and affix the seal of said United States Circuit Court of Appeals for the Seventh Circuit, at the City of Chicago, this 19th day of April, A. D. 1934.

FREDERICK G. CAMPBELL,
Clerk of the United States Circuit Court of Appeals for the Seventh Circuit.

(Seal)

[fol. 162] SUPREME COURT OF THE UNITED STATES

ORDER ALLOWING CERTIORARI—Filed October 8, 1934

The petition herein for a writ of certiorari to the United States Circuit Court of Appeals for the Seventh Circuit is granted. And it is further ordered that the duly certified copy of the transcript of the proceedings below which accompanied the petition shall be treated as though filed in response to such writ.

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Supreme Court of the United States

October Term, 1933.

No. ____

THE INDIANA FARMER'S GUIDE PUBLISHING COMPANY,

Petitioner

vs.

THE PRAIRIE FARMER PUBLISHING COMPANY, et al.,

Respondents

Petition for Writ of Certiorari to the Circuit Court of Appeals for the Seventh Circuit and Brief in Support Thereof.

To the Honorable, the Supreme Court of the United States:

The petitioner, The Indiana Farmer's Guide Publishing Company, a corporation, by its attorneys, prays that a writ of certiorari issue to review the judgment of the United States Circuit Court of Appeals for the Seventh Circuit, entered in the above entitled cause on March 30, 1934, which judgment affirmed the decision of the District Court.

Statement of the Matters Involved

The petitioner brought this action under sections 1, 2 and 7 of the Sherman Anti-Trust Act, to recover damages by it sustained because of the concerted activities of the respondents, in violation of said act. The complaint is in two counts, I and III.

Count I (R. 2-7), in substance charges the respondents with contracting, combining and conspiring for the purpose of obtaining a monopoly of the farm paper business within the territory in which respondents' farm papers mainly circulate, in violation of section 2 of the Act (R. 6); and said first count also charges that the respondents' activities operated in restraint of trade and commerce among the several states, in violation of section 1 of the Act (R. 6). Count III (R. 7-8) charges only a violation of section 2. The issues were joined by all of the respondents filing a general denial to the complaint (R. 9-12).

All of the parties to this case are corporations and all excepting the Midwest Farm Paper Unit are publishers of state, sometimes called sectional, farm papers or magazines (R. 128). The Midwest Farm Paper Unit (hereinafter referred to as the Midwest Unit) was incorporated in 1931 (R. 20), to succeed a copartnership formed in 1928 (R. 20, 136). Its directors and officers are composed of representatives of the five respondent publishing companies (R. 136-137).

Petitioner's paper is published in Huntington, Indiana, and its circulation, from 1928 to 1932, has been between 160,000 and 165,000. While most of its circulation has been in Indiana during this period, yet approximately 50,000 copies go into other states (R. 56). All deliveries are by United States mail. Advertising matter is of two classes: commercial, or display, and classified. The revenues received from the former far exceed those of the latter. (Classified advertising is not involved in this suit.) Subscriptions to petitioner's paper are 60 cents per year, and are obtained by the petitioner's agents, who go throughout Indiana and neighboring states to solicit them (R. 56).

About 90 per cent of the display or commercial

advertising run in petitioner's magazine is obtained from points outside Indiana, and is obtained by the following methods: direct-by-mail correspondence; solicitors sent to call on the advertisers personally; and representatives located in various cities throughout the country (R. 57). Advertisers send electrotypes to the petitioner to enable it to "make up" the advertisements into pages. After using these electrotypes—which come from numerous points throughout the country—they are either shipped back to the advertiser, or are held subject to call.

The five respondent publishing companies put out seven editions, as follows:

The Prairie Farmer Publishing Company, two: "The Prairie Farmer" (Illinois Edition), and "The Prairie Farmer, Indiana Edition;" Wallace Publishing Company, one: "Wallace's Farmer and Iowa Homstead;" The Wisconsin Farmer Company, one: "The Wisconsin Agriculturist and Farmer;" The McKelvie Publishing Company, one: "The Nebraska Farmer;" Webb Publishing Company, two: "The Farmer and Farm, Stock and Home, Minnesota Edition," and "The Farmer and Farm, Stock and Home, Dakota Edition." While the circulation of the above magazines (which, like petitioner's, are state or sectional papers) is not confined solely to the states in which they are published, yet, as their classification implies, these publications do circulate mainly in the states where they are severally published, that is, Illinios, Indiana, Iowa, Wisconsin, Nebraska, Minnesota, North Dakota and South Dakota, respectively (Exhibits 39, 40; R. 115, 117).

It was proved by the petitioner that over the period of time covered by the complaint all of the respondents had united with one another in the fixing of rates for commercial advertising to be run in respondents' publications. Petitioner's Exhibit 12 (R. 52, 53) shows, for example, the rates as quoted

in 1931. A fair working illustration of how this rate schedule worked out is as follows:

An advertiser taking a full page advertisement in each edition of respondents' seven Midwest Unit publications would have to pay $4,870.00. That included as one of the seven "The Prairie Farmer, Indiana Edition." If, however, the advertiser elected to substitute petitioner's paper, "The Indiana Farmer's Guide" for "The Prairie Farmer, Indiana Edition," using only six, instead of seven of the Midwest Unit papers, the cost of those six editions would be $5,167.20. Thus the cost of the six publications would be $297.20 more than the cost of all seven of respondents' journals.

Cards showing the advertising rates of the respondent papers were widely disseminated by the respondents, including the Midwest Unit, to various advertisers who planned on using state farm papers in the Middle West; and petitioner's Exhibit 13 (R. 54, 55) is a page from a booklet distributed by The Prairie Farmer, appealing to advertisers who contemplated advertising in the Middle West to substitute "The Prairie Farmer, Indiana Edition" for petitioner's paper, "AND SAVE $.75" (for one line), "$213.80" (for one column), "$427.60" (for two columns) and "$1,081.20" (for a full page).

Based upon reports prepared by a certified public accountant (Exhibits Nos. 14, 15, 16, 17, 18 and 19; R. 60, 61, 63, 64, 68 and 70, respectively) showing the advertising accounts and lineage of all the publications involved in this controversy, during the years 1928 to 1932, the treasurer of the petitioner proved that as a result of the Midwest Unit combination rate, the petitioner's losses in advertising revenues were as follow (R. 78):

1929	$18,041.25
1930	33,913.00
1931	49,862.25
1932	17,685.00
1933	26,628.75
TOTAL	$146,131.25

As shown on the face of the above referred to exhibits, the lineage lost by the petitioner's paper was that which was run by ***all*** of the respondents' papers, as a group (R. 79). In explaining the foregoing figures, petitioner's witness, Frank Martin, informed the court as follows (quoting from the Record, pages 79, 80):

> The Court: Well, did the times have anything to do with that—people taking less advertising? The fact is that they have been cutting down, haven't they?
>
> The Witness: Yes, but this business was actually run during that period of time.
>
> The Court: You mean—
>
> The Witness: This lineage that we are speaking of was run and run in the competitive papers during that period of time and the effect of the rate construction made it impossible for us to secure that business. In other words—
>
> The Court: That wasn't run in your paper?
>
> The Witness: No, it wasn't run in our paper but the business was run.
>
> The Court: You don't know why they changed?
>
> The Witness: Well, they saved $1,100.00 by the way the combination rate worked out. If they buy the five (six) papers they pay $5,100.00, but, if they will take this competitive paper which is in com-

petition with ours, they will save $300 and get the Indiana Edition of the Prairie Farmer for nothing. That is the way the thing works out and that is why we have no chance to get it.

The Court: Any other questions?

Counsel for Defendants: That is all.

The commercial advertising rate of petitioner's paper is one per line (R. 75).

Respondents' Exhibits Nos. 29 and 30-31 (R. 83, 85) are from a book entitled "Standard Rate And Data Service, November, 1931," designated "The Agricultural Section," which is a standard authority. These exhibits include only papers which are members of the Audit Bureau of Circulations, which is an organization of advertisers and publishers which certifies as to the truthfulness of circulation statements (R. 121).

The upper half of Exhibit 29 (R. 83) lists the different papers dealing with agriculture, according to classification, as follows: General agricultural papers (under which classification the publications involved in this cause are there listed), Dairy, Fruit, Live Stock, Breed publications, Poultry, Pigeons & Pet Stock, Bee, Farm Newspapers, Farm Papers in Foreign Language, Specialized Farming, Farm Produce, Farm Publications Issued by Colleges, Power Farming, Cooperative, and Farmers' Associations. The lower half of this exhibit classifies these publications according to states, and, in Canada, according to provinces.

Exhibits 30-31 show the circulation of these papers, according to states. Respondents' Exhibits 32 and 33-34 (R. 93, 95); 35 and 36-37 (R. 103, 105); and 38 and 39-40 (R. 113, 115) show the same kind of data as Exhibits 29 and 30-31; but they are for different years, viz., 1929, 1930 and February, 1931,

respectively, and contain approximately the same figures.

All of the foregoing Exhibits 29 to 40 were admitted in evidence over objections and exceptions of the petitioner, which objections were that the exhibits are irrelevant to the issues; that they include publications in no way involved in the case and which circulate over territory that is not embraced within the territory in which the publications involved in this case circulate, generally; and for the further reason that said exhibits show on their face that they include a number of minor publications which do not purport to be in the general field, but some are in a field like poultry and various other small branches, that may have a bearing on the farm industry but yet not in this case would they be sufficiently pertinent to serve any question (R. 82).

On cross-examination, respondents' witness Gill testified (R. 128) that in Illinois there is published but one state or sectional paper: "The Prairie Farmer" (Illinois Edition, and Indiana Edition); in Nebraska, one: "The Nebraska Farmer;" in Iowa, one: "Wallace's Farmer and Iowa Homestead;" in Minnesota, one: "The Farmer and Farm, Stock and Home" (the Minnesota Edition and the Dakota Edition); in Wisconsin, one: "The Wisconsin Agricultrist and Farmer," and in Indiana, one: the petitioner's paper, "The Indiana Farmer's Guide." The witness was not certain as to whether the Dakota Edition of "The Farmer and Farm, Stock and Home" was published in St. Paul, where the Minnesota Edition is published.

Of the approximately three hundred farm journals published in forty-two of the forty-eight States in 1931, as shown in said Exhibit 29 (R. 83), one hundred seventy of these are technical or vocational papers. A ***technical*** paper is one that appeals to dairy farmers, or any particular class of farming (R.

127). A ***vocational*** paper is another name given for the same type of journal. The remaining magazines there listed are classified as general farm papers, which is a name given any paper having a bearing upon agriculture. This group, in turn, may include state or national farm magazines. A ***national*** farm paper is one that circulates over the Union in substantially all the states (R. 127).

The following computation, based upon Exhibits 29 to 41 (R. 83-124), shows the number and type of farm papers published in the eight Midwest Unit states, in 1931:

	Total Number of Papers	General*	Vocational or Technical
Illinois	36	5	31
Indiana	10	4	6
Iowa	10	5	5
Minnesota	8	2	6
Nebraska	3	1	2
North Dakota	1	0	1
South Dakota	1	1	0
Wisconsin	8	5	3
TOTAL	77	23	54

*Includes national and state papers.

Respondents' Exhibit 41 (R. 123, 124) shows the total advertising, by lines, carried by the various national, state and sectional farm papers published throughout the country, during the years 1928-1932, inclusive. It includes both commercial and classified advertising. This exhibit was admitted over the objections and exceptions of the petitioner, which objections were that the exhibit shows on its face that it comprises total advertising in national, state and sectional papers, which makes it irrelevant; and that it includes many papers which are not in any essential sense competitors of the publications involved in this suit (R. 122).

In elaborating on this exhibit (No. 41) the wit-

ness Gill testified that in 1928 respondents' magazines carried 14.96 per cent of all farm journal advertising; in 1929, 15.61 per cent; in 1930, 17.79 per cent; in 1931, 18.15 per cent, and in 1932, 17.52 per cent (R. 126).

Using as a basis the same data as are given in respondents' Exhibit 41, but including only those papers which are (or were) published in the eight states comprising the Midwest Unit—the territory covered by the complaint in this action—the following computation may be made:

	Total Lineage Carried by all Papers	Total Lineage Carried by respondents' Papers	Per Cent of Respondents' Lineage to Total
1928	7,490,806	3,323,256	44.37
1929	6,844,629	3,235,364	47.26
1930	5,172,535	2,980,963	57.63
1931	3,562,695	2,207,650	61.97
1932	2,151,376	1,439,753	66.92

(Respondents' Exhibits 29, 32, 35, 38 (R. 83, 93, 103, 113) show where the publications enumerated in Exhibit 41 are published.)

The witness Gregory testified that the respondents united and offered the combination rate to advertisers in order successfully to compete with the national farm papers. This evidence was objected to on the ground that it was too remote and not proper evidence; but it was admitted, over the objection and exception of the petitioner, on the theory that it bore upon the question of motive and whether a conspiracy had been entered into (R. 130).

Respondents showed by a computation made by their witness Gill from the statistics shown in said Exhibit 41, that from 1928 to 1932, petitioner's paper lost 71 per cent of its business; "The Nebraska Farmer" lost 70 per cent; "The Prairie Farmer" lost 66 per cent; "Wallace's Farmer and Iowa Homestead"

lost 59 per cent, and "The Wisconsin Agriculturist" lost 57 per cent (R. 126). On rebuttal, the petitioner's accountant Boggs testified that petitioner's paper had lost 79 per cent of its business, over the five-year period. But this testimony was stricken out, over the exception of the petitioner, for the reason that the data used in the computation were based upon fiscal years as of March 31, for which petitioner kept its books, instead of for calendar years, used in respondents' testimony (R. 138).

At the close of the evidence the respondents moved for an instructed verdict. The Court sustained the motion, to which ruling the petitioner asked for and was given an exception (R. 138). The Court thereupon orally instructed the jury to return a verdict for the respondents on the ground that it did not have jurisdiction to entertain the case, for the reason that there was a failure on the part of the petitioner to show the interstate character of the matters involved (R. 139).

From the judgment for the respondents upon the instructed verdict, the plaintiff appealed to the Circuit Court of Appeals, therein assigning as errors: (1) the admission in evidence of Exhibits 29, 30 and 31; (2) the admission of the testimony of the witness Gregory to the effect that the respondents found it necessary to enter into the combination rates in order to meet the competition of the national farm papers; (3) the admission in evidence of respondents' Exhibit 41; (4) the striking out of the testimony of the witness Boggs, showing loss of advertising lineage carried by petitioner's paper, as computed by him; (5) the sustaining of the respondents' motion for an instructed verdict, and (6-7) the giving of the instruction for the jury to return a verdict for the respondents (R. 141-143).

Each of these errors was duly presented on appeal, but in the opinion handed down by the Circuit

Court of Appeals, the only question considered arose out of the action of the trial court in instructing the jury to return a verdict for the respondents. In disposing of this question, the Court passed over the ground assigned by the District Court, and placed its decision upon a different ground: That under the rules laid down by this Court in the cases of ***Standard Oil Co.*** v. ***U. S.,*** 283 U. S. 163,and ***Appalachian Coals, Inc.*** v. ***U. S.,*** 288 U. S. 343, a proper case for the application of Sections 1, 2 and 7 of the Anti-Trust Act was not established (R. 158, 159).

Reasons for Issuance of Writ

The petitioner assigns the following as among the reasons for issuing the writ:

I

The decision of the Circuit Court of Appeals, in effect holding that it was incumbent on the petitioner to prove that respondents, through their concerted activities, had effected such a restraint of interstate commerce as would affect the entire farm journal business throughout the country, is a misapplication of the two cases upon which its opinion is based, viz., ***Standard Oil Co.*** v. ***U. S.,*** 283 U. S. 163, and ***Appalachian Coals, Inc.*** v. ***U. S.,*** 288 U. S. 343.

II

Said decision amounts to a virtual abrogation of Sections 1 and 2 of the Sherman Act, and is contrary to the decisions of this Court as well as those of other Circuit Courts of Appeal, in this: That it holds that in order to constitute a violation of either of said sections, the combination or conspiracy charged

must operate so as to restrain the trade or commerce of the entire industry, throughout the entire country, even though the charge embraces only a limited territory.

WHEREFORE, it is respectfully submitted that this petition should be granted.

THE INDIANA FARMER'S GUIDE PUBLISHING COMPANY,

By U. S. LESH
EBEN LESH
JAMES E. LESH
JOSEPH H. LESH,

Counsel for Petitioner.

SUPREME COURT OF THE UNITED STATES

No. ____

THE INDIANA FARMER'S GUIDE PUBLISHING COMPANY,

Petitioner

vs.

THE PRAIRIE FARMER PUPLISHING COMPANY

et al.,

Respondents

BRIEF IN SUPPORT OF PETITION FOR WRIT OF CERTIORARI

I

Opinions of the Courts Below

The District Court filed no written opinion in the case. The opinion of the Circuit Court of Appeals is not yet officially reported; but it is printed in full in the record, beginning at page 154.

II

Jurisdiction

Section 240 (a), Act of February 13, 1925, Chapter 229, 43 Stat. 936; Section 347 Title 28, U. S. C. A. gives this Court jurisdiction to review the judgment of the Circuit Court of Appeals for the Seventh Circuit. This suit was brought under Sections 1, 2 and 7 of the Serman Anti-Trust Act. The District Court instructed the jury to return a verdict for the respondents (R. 14, 139); and, on March 30, 1934, the Circuit Court of Appeals affirmed the judgment below.

III

Statement of the Case

The statement has been made in the petition for the writ, under the caption "Statement of the Matters Involved;" and, therefore, it is not repeated here.

IV

Specification of Errors

The Circuit Court of Appeals erred:

1. In affirming the judgment of the District Court.

2. In considering the statistical computations based upon respondents' Exhibits 29-40 (R. 83-117), inclusive, admitted over objections and exceptions of the petitioner, showing the circulation and place of publication of farm papers, whether state or sectional, national, or technical, and including those circulating and published in the various states scattered throughout the entire Union and in territories and localities foreign to those embraced within the issues of the complaint in this action.

3. In considering the statistical computations based upon respondents' Exhibit 41 (R. 123), admitted over the objection and exceptions of the petitioner, showing the volume of display and classified advertising lineage carried by state and sectional and national farm journals, including those published and mainly, if not exclusively, circulating in states and localities foreign to those embraced within the issues of the complaint in this action.

4. In considering the evidence of the witness Gregory, to the effect that the respondents found it necessary to unite and to offer the Midwest Unit rate in order successfully to compete with the national farm magazines, which evidence was admitted over the objections and exception of the petitioner (R. 130).

5. In not considering the evidence of the petitioner's witness Boggs, on rebuttal, showing that petitioner's paper had lost 79 per cent of its advertising lineage during the period covered by the complaint, which evidence was stricken out, over the objection and exception of the petitioner (R. 138).

6. In deciding that it was necessary for petitioner to prove that the concerted action of respondents "effected such a restraint of interstate commerce as would materially affect the entire farm journal advertising business."

SUMMARY OF ARGUMENT

I

The Petitioner is Engaged in Interstate Commerce; Its Business of Disseminating Advertising to the Several States Through the Medium of its Magazine, Constitutes Interstate Trade or Commerce, Within the Meaning of the Sherman Act; and the District Court Erred in Holding That It Was Without Jurisdiction Over the Subject-Matter.

Preston v. Finley, 72 Fed. 850, 857.

U. S. v. Swift & Co., 122 Fed. 529, 531-532 (modified 196 U. S. 375).

Butler Bros. Shoe Co. v. United States Rubber Co., 156 Fed. 1, 17.

Furst v. Brewster, 282 U. S. 493, 497.

Station WBT v. Poulnot, 46 Fed. (2d) 671, 675.

Ramsay v. Bill Poster Assn., 260 U. S. 501, 511.

Pensacola Telegraph Co. v. Western Union Telegraph Co., 96 U. S. 1, 9.

II

The Petitioner Proved That as a Result of the Concerted Activities of the Respondents in Combining and Offering the Midwest Unit Rate, It Lost Advertising Lineage in the Amount of $145,000.

(a) The opinion of the Court of Appeals concedes this point.

(b) The damages were properly proved.

Eastman Kodak Co v. Southern Co., 295 Fed. 98, 102.

American Can Co. v. Ladoga Canning Co., 44 Fed (2d) 763, 768-769.

Rankin v. Bill Poster Assn., 42 Fed. (2d) 152, 155-156.

III

The Court of Appeals Erred in Holding That It Was Necessary for the Petitioner to Prove That Through Respondents' Combination "There Was Effected Such a Restraint of Interstate Commerce as Would Materially Affect the Entire Farm Journal Advertising Business."

(a) It was not necessary for petitioner to prove that the respondents' activities monopolized, or tended to monopolize, the farm paper business of the entire country, as coming within the provisions of section 2 of the Act.

U. S. v. E. C. Knight & Co., 156 U. S. 1, 17.

Thornton, "A Treatise on the Sherman Anti-Trust Act., p. 105.

Pocahontas Coke Co. v. Powhatan Coal & Coke Co., 60 W. Va., 508, 525.

Eastman Kodak Co. v. Southern Co., 273 U. S. 359.

Commonwealth v. Dyer, 243 Mass. 472, 499-503.

Stewart v. Stearns, 56 Fla. 570, 588-594.

(b) It was not necessary for petitioner to prove that respondents' activities were such as restrained interstate trade or commerce in a way so as to affect the entire industry throughout the country, within the provisions of section 1 of the Act.

U. S. v. Keystone Watch Case Co., 218 Fed. 502, 518.

Paramount Famous Lasky Corp. v. U. S., 282 U. S. 30, 42-43.

(c) A directed verdict was improper; neither of the Courts below was entitled to weigh the evidence as to whether the facts proved at the trial showed such a restraint of trade or commerce as violated the provisions of the Act.

Gasco v. Tracas, 85 Ind. App. 591, 594.

Conformity Act, 28 U. S. C. A. 724; R. S. Sec. 914.

Shadoan v. Cincinnati Ry. Co., 220 Fed. 68, 73.

(d) The opinion of the Court of Appeals was based upon a misconception of the two cases of this Court therein referred to, namely, Appalachian Coals, Inc. v. U. S., 288 U. S. 343, and Standard Oil Co. v. U. S., 283 U. S. 163.

IV

It Was Error for the Court of Appeals to Consider Respondents' Computations and Statistics Based Upon Exhibits 29-40.

(a) Said exhibits were not proper evidence for the reason that the greater majority of the journals there listed is shown on the face of said exhibits to be papers which are published and circulated in parts of the Union entirely foreign to the territory involved in the complaint.

(b) Said exhibits include technical or vocational, as well as national farm papers, which are not in any essential sense competitors of the type of papers involved in this suit, namely, state farm papers.

(c) Said exhibits were admitted over objections and exceptions of the petitioner.

V

It Was Error for the Court of Appeals to Consider Respondents' Computations and Statistics Based Upon Exhibit No. 41.

(a) Said exhibit was not proper evidence for the reason that the publications there listed include journals published and circulating in states and sections of the country entirely foreign to the territory involved under the issues in the case.

(b) Said exhibit includes journals that are not and could not be in any essential sense competitors of the papers involved in this suit.

(c) Said exhibit was admitted over the objection and exception of the petitioner.

VI

The Court of Appeals Erred in Considering the Evidence of the Witness Gregory, to the Effect That the Respondents Found it Necessary to Combine and to offer the Midwest Unit Rate, in Order to Meet the Competition of the So-Called National Farm Papers.

(a) The prohibitions of the Sherman Anti-Trust Act cannot be evaded by good motives.

Paramount Famous Lasky Corp. v. U. S., 282 U. S. 30, 44.

Addyston Pipe & Steel Co. v. U. S., 175 U. S. 211, 234.

(b) The evidence was admitted over the objection and exception of the petitioner.

VII

The Court of Appeals Erred in Not Considering the Rebuttal Evidence of Petitioner's Witness Boggs, Showing That Petitioner's Paper Lost 79 Per Cent of its Advertising Lineage Over the Period of Time Between March 31, 1928, and March 31, 1932.

(a) The mere difference of three months, representing the difference in fiscal years, for which petitioner kept its books, and calendar years, upon which respondents' computaion was based, afforded no justifiable reason for striking out this evidence.

V

Argument

I

District Court Erred in Declining Jurisdiction: Interstate Commerce Involved

In directing the jury to return a verdict for the respondents on the ground that petitioner had failed to prove that its activities constituted interstate commerce and that therefore that Court was without jurisdiction, it seems clear that the District Court inadvertantly erred. The evidence showed that the petitioner's magazine circulated throughout several states and that about 90 per cent of its commercial advertising was received from advertisers outside of Indiana. These advertisements were solicited in several ways: By direct-by-mail correspondence; by agents sent to call upon interested persons, and through advertising agencies located and maintained by the petitioner in various cities. Advertisers send cuts or electrotypes to be used in setting up advertisements; these cuts afterward are sent back to the advertiser (R. 57).

A paper or magazine circulating throughout the states is engaged in interstate commerce. ***Preston*** v. ***Finley,*** 72 Fed. 850, 857. The various activities of the petitioner's agents in soliciting advertising are interstate commerce. ***United States*** v. ***Swift & Co.,*** 122 Fed. 529, 531-532 (modified 196 U. S. 375); ***Butler Bros. Shoe Co.*** v. ***United States Rubber Co.,*** 156 Fed. 1, 17; ***Furst*** v. ***Brewster,*** 282 U. S. 493, 497. It was held in the case of ***Station WBT*** v. ***Poulnot,*** 46 Fed. (2d) 671, 675, that distributing advertisements to other states over the radio constitutes interstate commerce. It would seem clear, therefore, that the act of distributing advertisements to other states through such a tangible medium as a magazine

would constitute interstate commerce. See also: ***Ramsay*** v. ***Bill Posters Assn.,*** 260 U. S. 501, 511, and ***Pensacola Telegraph Co.*** v. ***Western Union Telegraph Co.,*** 96 U. S. 1, 9.

The opinion of the Court of Appeals proceeds upon the assumption that the petitioner was engaged in interstate commerce and that, in fact, the District Court did have jurisdiction over the subject-matter.

The respondents contended below that under the decision in the case of ***Blumenstock Bros.*** v. ***Curtis Publishing Co.,*** 252 U. S. 436, the District Court did not err in refusing jurisdiction. That was a case wherein the plaintiff charged the Curtis Publishing Company with violating provisions of the Sherman Act for refusing to accept certain contracts for advertising which plaintiff desired the defendant to carry in its magazines. The defendant refused to accept these advertisements except upon certain conditions. The decision did not and could not turn upon the character of the reasons which were assigned by the defendant for refusing to accept the advertisements offered by the plaintiff; but the court rightfully held—as in the case of ***Whitwell*** v. ***Continental Tobacco Co.,*** 125 Fed. 454, 456,—that the defendant had the right arbitrarily to decide upon what terms it would deal with its customers.

The language of this Court in ***Stafford*** v. ***Wallace,*** 258 U. S. 495, 527, supports this construction:

> "The case of Blumenstock Bros. Advertising Agency v. Curtis Publishing Co., 252 U. S. 436, is easily distinguishable from the one at bar. There it was merely held that an attempt of a publisher to monopolize the business of publishing advertising matter in magazines resulting in refusal of such publisher to accept advertising in its magazines was too remote in its relation to the interstate commerce of circulating magazines."

II

Substantial Damages Were Proved

In offering rates to advertisers wherein the cost of a full page advertisement in ***six*** of the respondent publications (there being a total of seven) would be $297.20 more than the cost of ***all seven*** editions (Exhibit 12, R. 52), the respondents have conceived a scheme which has sapped the life blood of the petitioner's paper. Advertisers who have a product which, for example, is particularly adapted to the corn belt states, usually advertise through the state farm papers, such as are those of the parties to this litigation, in the territory covered by the eight states involved in the complaint. If advertisers desired to use petitioner's paper, in order to cover Indiana, and to exclude the respondent paper, "The Prairie Farmer, Indiana Edition," for Indiana coverage, they could not get the so-called Midwest Unit rate. The result has been, as proved by the evidence, that the petitioner, since the inception of respondents' rate schedule, has lost 146,000 lines of advertising which was run by all seven of the respondents' journals, as a group; that is, all run at the Midwest Unit rate. Petitioner proved its damages to be about $145,000. The method of proving such damages is shown under the "Statement of the Matters Involved," in the petition submitted herewith. There is no question but that the damages were properly proven. ***Eastman Kodak Co.*** v. ***Southern Co.***, 295 Fed. 98, 102; ***American Can Co.*** v. ***Ladoga Canning Co.***, 44 Fed. (2d) 763, 768-769; ***Rankin*** v. ***Bill Posters Assn.***, 42 Fed. (2d) 152, 155-156.

As to the point of damages, the Circuit Court of Appeals said (R. 157):

> "Appellant also showed that because of such competition it lost some of its advertisers, and, upon a theory explained by its accountant

(not material here), it was damaged to the amount of $145,000."

III

Opinion of Court of Appeals: Monopoly Incomplete: Restraint of Trade

Going now to the crux of the opinion of the Circuit Court of Appeals, it held (R. 158) as follows:

> "In disposing of the appeal we have accepted appellant's assertion that it lost some commercial advertisers due to the combination rate of appellees. We are, however, not satisfied that appellant has established a fact which rested upon it to prove; viz., that through this combination there was effected such a restraint of interstate commerce as would materially affect the entire farm journal advertising business."

As pertaining to the question of monopoly, we further quote from the opinion (R. 158):

> "* * * But we cannot escape the force of appellees' statement—'* * If, as held in ***Standard Oil*** v. ***United States,*** 283 U. S. 163, the owners of 55 per cent of the gasoline in the United States could not by combination obtain a monopoly in violation of the Sherman Act, and if, as held in ***Appalachian Coals*** v. ***United States,*** 288 U. S. 343, the owners of 74 per cent of the coal mined in a certain territory could not obtain a monopoly in violation of the Sherman Act, then how can it be held that 5 out of approximately 300 newspapers can obtain a monopoly of advertising, and how can it be held that newspapers which do only approximately 15 per cent of the advertising in the farm journal field can obtain a monopoly?' "

Without now considering the application of the

two cases just referred to, or the character of the 300 papers mentioned, but leaving those questions for a later discussion, is it necessary in order to constitute a monopoly or an attempt to monopolize trade or commerce, within the meaning of Section 2 of the Sherman Act, that the combination complained of be a complete monopoly? Clearly it is not.

> "Again, all the authorities agree that in order to vitiate a contract or combination it is not essential that its result should be a complete monopoly; it is sufficient if it really tends to that end and to deprive the public of the advantages which flow from free competition."
>
> United States v. E. C. Knight & Co., 156 U. S. 1, 17.
>
> "Any agreement, understanding or combination that tends to create a monopoly is void. Such an agreement, of course, need not create a complete monopoly."
>
> Thornton, "A Treatise on the Sherman Anti-Trust Act," p. 105.
>
> "* * If a contract or combination in unreasonable restraint of trade could not be attacked until a complete monopoly had been formed, then the law against monopolies would be unavailing. In this country it would be almost impossible to combine all the interests in any line of industry into a single and complete monopoly. If only complete monopolies could be reached under the law, a combination could then be formed tending to monopoly and embracing substantially all the evil results of a complete monopoly, intentionally leaving out of the combination some one or more of those engaged in the industry for the very purpose of rendering the combination legal. A contract which is charged to be in restraint of trade is not to be

tested by what has been done under it, but by what may be done under it; nor by its performance, but by its powers of performance when fully exercised."

Pocahontas Coke Co. v. Powhatan Coal & Coke Co., 60 W. V. 508, 525.

In ***Eastman Kodak Co.*** v. ***Southern Co.,*** 273 U. S. 359, there was held to be a purpose to monopolize the business of photo supplies in the city of Atlanta, Georgia. Likewise, in ***Commonwealth*** v. ***Dyer,*** 243 Mass. 472, 499-503, there was held to be a monopoly of the fish business in the city of Boston. There even may be a monopoly in a village. ***Stewart*** v. ***Stearns,*** 56 Fla. 570, 588-594.

While it is true that respondents' journals carry a comparatively small percentage of the total advertising carried by all general farm papers throughout the country, yet the following computation, based upon those papers published in the eight states comprising the Midwest Unit, that is, the territory covered under the issues in this cause, not only shows a much higher percentage, but at the same time it reveals the success of respondents' activities in obtaining a monopoly in this territory: In 1928 respondents' journals carried 44.3 per cent; in 1929, 47.2 per cent; in 1930, 57.6 per cent; in 1931, 61.9 per cent, and in 1932, 66.9 per cent of the total advertising run by the general farm papers in these eight states.

Going now to Section 1 of the Sherman Act, it would seem to be futile to argue that the respondents' activities would have to restrain interstate trade or commerce in a way so as to affect the entire farm paper industry throughout the country, in order to constitute a violation of this section.

"And this brings us to the next question, no matter at what point of time the inquiry may be undertaken, namely: What are the ordinary

> marks of such a course of conduct as may properly be condemned as a restraint of trade? . . . . Trade is restrained by putting hindrances in the way of the persons that conduct it. Whatever makes it more difficult for such persons to carry on their business restrains them, and restrains their trade. . . . Competitors must not be oppressed or coerced; fraudulent or unfair or oppressive rivalry must not be pursued. . ."
>
> United States v. Keystone Watch Case Co., 218 Fed. 502, 518.

Indeed, whether speaking of restraint of trade or commerce within the provisions of either Section 1 or 2, we have found no authorities which lay down as tests to be considered in applying the Act, the facts of dominance or coercion as relating in scope to the entire industry, though it be nation wide. Rather, the tests are those laid down in ***Paramount Famous Lasky Corporation*** v. ***United States,*** 282 U. S. 30, 42-43:

> "'The purpose of the Sherman Act is to prohibit monopolies, contracts and combinations which probably would unduly interfere with the free exercise of their rights by those engaged, or who wish to engage, in trade and commerce—in a word, to preserve the right of freedom to trade.' U. S. v. Colgate & Co., 250 U. S. 300, 307. 'The fundamental purpose of the Sherman Act was to secure equality of opportunity and to protect the public against evils commonly incident to destruction of competition through monopolies and combinations in restraint of trade.' Ramsay Co. v. Associated Bill Posters of United States and Canada, 260 U. S. 501, 512. 'The Sherman Act was intended to secure equality of opportunity and to protect the public against evils commonly incident to monopolies, and those abnormal contracts and

> combinations which tend directly to suppress the conflict and advantage called competition—the play of the contending forces ordinarily engendered by an honest desire for gain.' U. S. v. American Oil Co., 262 U. S. 371, 388."

There can be no escape from the fact that petitioner's business has been directly restrained. No refinement of reasoning can show that respondents' activities constitute the healthy, normal, fair or honest type of competition spoken of in the cases deciding that there had been no infringement of the provisions of the Act.

In not allowing the case to go to the jury, the lower Court manifestly erred. Neither it nor the Court of Appeals had the right to weigh the evidence as to whether the facts proven showed such a restraint of trade or commerce as violated the provisions of the Act. Of course, as heretofore has been shown, the District Court directed a verdict on the ground of not having jurisdiction over the subject-matter. But certainly the Circuit Court of Appeals was in no better position than the trial Court to weigh the facts as to whether there had been a restraint of trade, or whether the various farm papers scattered throughout the country were in competition with the journals involved in this proceeding.

> "It is a well-established rule of law that it is only when the evidence upon any question is undisputed, and only one legitimate inference can be drawn therefrom, that the court has a right to direct the verdict. If there be any evidence whatever having legal weight, or any legitimate inference from the evidence tending to support appellant's right to recover, the question should have been left to the jury."
>
> Gasco v. Tracas, 85 Ind. App. 591, 594.

Under the conformity statute, 28 U. S. C. A. 724; R. S. Sec. 914, the Federal courts are bound by the

law of Indiana, in respect to weighing the evidence, as expressed in the above opinion.

Shadoan v. Cincinnati Railway Co., 220 Fed. 68, 73.

The opinion of the Circuit Court of Appeals is based upon the two recent cases of this Court, viz., ***Appalachian Coals, Inc.*** v. ***United States,*** 288 U. S. 343, and ***Standard Oil Co.*** v. ***United States,*** 283 U. S. 163. We feel, and earnestly urge, that the Court of Appeals inadvertantly misconceived the holdings and principles laid down in those two cases.

At the outset it will, of course, be noted that in each of those cases the action was brought by the Government for injunctive relief, with the right of the District Courts to pass upon questions of fact with reference to which there might be conflicting evidence; and in each case, the facts as found failed to disclose any restraint or monopoly of interstate commerce. In the case at bar it was the province of the jury to pass upon these facts.

Going now to the Appalachian case: First, we find nothing in the opinion which conflicts with the cases and principles upon which the petitioner relies; on the contrary, we believe we are not mistaken in saying that if the petitioner could cite no authority other than the Appalachian case, from the language and principles therein expressed, when taken in the light of the facts proven, there could scarcely be room for doubt that the petitioner has proved a violation of the provisions of the Sherman Act. Quoting from the opinion, pages 359-360:

> "There is no question as to the test to be applied in determining the legality of the defendants' conduct. The purpose of the Sherman Anti-Trust Act is to prevent undue restraints of interstate commerce, to maintain its appropriate freedom in the public service, to afford protection from the subversive or coercive influences

of monopolistic endeavor. As a charter of freedom, the Act has a generality and adaptability comparable to that found to be desirable in constitutional provisions. It does not go into detailed definitions which might either work injury to legitimate enterprise or through particularization defeat its purposes by providing loopholes for escape. The restrictions the Act imposes are not mechanical or artificial. Its general phrases, interpreted to attain its fundamental objects, set up the essential standard of reasonableness. They call for vigilance in the detection and frustration of all efforts unduly to restrain the free course of interstate commerce, but they do not seek to establish a mere delusive liberty either by making impossible the normal and fair expansion of that commerce or the adoption of reasonable measures to protect it from injurious and destructive practices and to promote competition upon a sound basis. The decisions establish, said this court in Nash v. United States, 229 U. S. 373, 376, 'that only such contracts and combinations are within the Act as, by reason of intent or the inherent nature of the contemplated acts, prejudice the public interests by unduly restricting competition or unduly obstructing the course of trade.' * * *

"In applying this test, a close and objective scrutiny of particular conditions and purposes is necessary in each case.* * *"

We quote this passage, as found at page 371 of the opinion:

"* * * Competing producers testified that the operation of the selling agency, as proposed by defendants, would not restrain competition and would not restrict their business.* * *"

At page 372 this Court points out the deporable condition of the industry, going on to say:

"* * * The unfortunate state of the industry would not justify any attempt unduly to restrain competition or to monopolize, but the existing situation prompted defendants to make, and the statute did not preclude them from making, an honest effort to remove abuses, to make competition fair, and thus to promote the essential interests of commerce.* * *"

The following language found at pages 374-375 aids us in pointing out the distinctions:

"Decisions cited in support of a contrary view were addressed to very different circumstances from those presented here. They dealt with combinations which on the particular facts were found to impose unreasonable restraints through the suppression of competition, and in actual operation had that effect. American Column & Lumber Co. v. U. S. 257 U. S. 377; U. S. v. American Linseed Oil Co., 262 U. S. 371."

And at page 377:

"* * * As we stated at the outset, the question under the Act is not simply whether the parties have restrained competition between themselves but as to the nature and effect of that restraint.* * *"

And then the opinion states the point for decision (pages 377-378):

"* * * We recognize, however, that the case has been tried in advance of the operation of defendants' plan, and that it has been necessary to test that plan with reference to purposes and anticipated consequences without the advantage of the demonstrations of experience. If in actual operation it should prove to be an undue restraint upon interstate commerce, if it should appear that the plan is used to the ***impairment of fair competitive opportunities,*** the decision on

the present record should not preclude the Government from seeking the remedy suited to such a state of facts." (Our italics.)

We reiterate that respondents' scheme has already been tried out and the results are only too patent, namely, that the petitioner has suffered a substantial loss; that the Midwest Unit rate has enabled respondents' journals to increase their percentage of advertising carried by the publications in the territory involved under the issues, from 44 per cent, in 1928, to 67 per cent, in 1932.

The Standard Oil case: The facts in the Standard Oil Company case are so inherently different from those in the case at bar as to make comparisons between the two cases of little value. It is to be pointed out, however, that the opinion did not turn upon the mere fact that the owners of 55 per cent of the gasoline in the United States could not by combination obtain a monopoly in violation of the Sherman Act. Rather, it was held that the provisions in the contracts for the division of royalties are not in themselves conclusive evidence of illegality; and that where there are legitimately conflicting claims or threatened interferences, a settlement by agreement, rather than by litigation, is not precluded by the Sherman Act. We quote a few excerpts from the opinion as showing some of the points of distinction.

At page 172 the Court said:

> "The Government next contends that the agreements *to maintain royalties* violate the Sherman Law because the fees charged are onerous.* * * This argument ignores the privileges incident to ownership of patents. Unless the industry is dominated, or interstate commerce directly restrained, the Sherman Act does not require cross-licensing patentees to license at reasonable rates others engaged in interstate commerce.* * *"

And again, at page 179:

> "Thus it appears that no monopoly of any kind, or restraint of interstate commerce, has been effected either by means of the contracts or in some other way.* * *"

The Court went on to say, at pages 180-181:

> "* * * The master found, after an elaborate review of the entire art, that the presumption of validity attaching to the patents had not been negatived in any way; that they merited a broad interpretation; that they had been acquired in good faith; and that the scope of the several groups of patents lapped sufficiently to justify the threats and fear of litigation.* * *"

We are unable to find any implications from the face of the opinion which would have the slightest tendency to condone or to uphold the activities of the respondents, in the case at bar.

IV

Respondents' Exhibits 29-40: Classification of Farm Papers: Irrelevancy

The Court of Appeals adopted the statistics proven by respondents, to the effect that from 1928 to 1932 there were approximately 300 different weekly farm magazines published in the United States. This, of course, the petitioner does not dispute. These figures were taken from the data supplied in respondents' Exhibits 29-40, inclusive (R. 83-115), which exhibits were admitted over the exceptions of petitioner. We believe that the Court of Appeals arrived at a misunderstanding as to the nature of farm magazines. In its opinion (R. 157) it says, "Farm magazines are divided into two classes: national and states." Of the approximately 300 farm journals published in 42 of the 48 states, in 1931, as shown in Exhibit 29

(R. 83), about 170 of these are technical or vocational papers, a distinct type of paper which appeals to some particular phase of agriculture such as poultry, bee, pigeons and pet stock, etc., (R. 127). In fact, the upper half of Exhibit 29 (R. 83) shows 16 different kinds of technical or vocational papers. Respondents made no claim that the technical or vocational journals were competitors, other than in a general way, of the state farm papers involved in this action. And, of course, because of their peculiar nature, they are not.

A national farm paper is one which circulates over the Union in substantially all the states (R. 127). While the respondents gave as their motive for putting into effect the Midwest Unit rate, that the national papers afforded such strong competition as to make that necessary, yet as a matter of fact, this argument (even though it would not constitute a defense) is fallacious for at least two reasons: (1) Advertisers who wanted to promote the sale of goods peculiarly adapted to the Middle Western states would not advertise in a magazine of national circulation, whose advertising rates would be greater on account of its vast circulation, because they would be paying for advertisements placed in a territory in which there would be no hope nor desire for sales. (2) The real competitors of state farm papers are—state farm papers. Throughout the eight Midwest Unit states there are published but eight state farm papers, including the two editions of each "The Prairie Farmer" and "The Farmer and Farm, Stock and Home," and also including petitioner's paper. Indiana is the only one of the eight states, excepting the Dakotas, in which there are two competing state farm papers (R. 128).

Petitioner's Exhibit 13 (R. 54) is a page from a booklet distributed by the respondent, The Prairie Farmer Publishing Company, appealing to adver-

tisers who contemplated advertising in the Middle West to substitute "The Prairie Farmer, Indiana Edition," for petitioner's paper, in order to make certain saving therein computed. That it was the purpose of respondents, through their unfair rate set-up, to deprive the petitioner of advertising accounts which, in the absence of the practices complained of, had been and would be placed in its journal, is fully revealed by this exhibit.

Included among the said 300 farm paper publications referred to in the opinion of the Court of Appeals, are state farm papers published in nearly every state in the Union. How could it be said, for for example, that a state farm paper published in Oregon, and therefore circulating mainly in Oregon, could be in competition with the state farm papers published in the Middle West? Under the "Statement of Matters Involved" in the accompanying petition is a computation showing the number and type of farm journals published in the eight Midwest Unit states in 1931. There was a total of 77 papers, 54 of which were vocational or technical papers; and the balance, 23, were general farm papers. The latter classification includes both state and national papers. From what has been said, none of these Exhibits 29-40, inclusive, should have been admitted in evidence over petitioner's objections. The Court of Appeals therefore erred in accepting (and in fact basing its opinion upon) the computations made up from these exhibits. This data would have had the tendency only to confuse the jury and, we fear, it did confuse the Court of Appeals.

V

Respondents' Exhibit 41: Lineage, Statistics of Papers on Nation-Wide Basis

Respondents' Exhibit 41, which was admitted

over petitioner's exceptions, shows the total lineage of the various state and national farm papers published throughout the Union. We have just shown why such publications as state farm papers published in Oregon, California, Pennsylvania, etc., are not competitors of the journals involved in this proceeding. Likewise, we have shown that the national farm papers are not in any essential sense competitors of the journals involved in this litigation. Under the issues of this case, any computation that would compare the advertising lineage carried by respondents' papers to the total advertising lineage carried by the papers of the entire country, would most certainly be irrelevant.

Respondents proved that using as a basis the figures contained in said Exhibit 41, the respondents carried 14.96 per cent, 15.61 per cent, 17.79 per cent, 18.15 per cent and 17.52 per cent of the total advertising lineage of all of the state or national farm papers in the country, for the years 1929-1932, respectively. Using the same exhibit, No. 41, but confining the computation to only those papers published within the eight states covered under the issues—and indeed the only states that should ever have been considered by the Court of Appeals—an entirely different picture is presented. In 1928 respondents' papers carried 44.37 per cent; in 1929, 47.26 per cent; in 1930, 57.63 per cent; in 1931, 61.97 per cent, and in 1932, 66.92 per cent. In comparing these two sets of computations, we particularly point out to the Court that in the first computation, involving the nation-wide comparison, in 1932 respondents' percentage dropped under that of 1931; whereas in the computation based upon the advertising carried in the eight states covered by the Midwest Unit, respondents' percentage increased from 61.97 per cent in 1931, to 66.92 per cent in 1932. This graphically shows the success of respondents' rate

schedule in suppressing trade and commerce within this territory, during the period of time covered by the complaint.

VI

Good Motives no Excuse if Provisions of Act Have Been Violated

The Court of Appeals seemingly accepted respondents' position as given by the witness Gregory, to the effect that respondents found it necessary to combine and to offer the Midwest Unit rate in order to meet the competition of the so-called national papers. The evidence was admitted over the exceptions of the petitioner. Assuming, for the sake of argument only, that the national papers did afford substantial competition, nevertheless it is our understanding that while the courts may allow evidence tending to show the conditions of an industry, etc., yet the prohibitions of the Sherman Anti-Trust Act cannot be evaded by good motives.

> "The prohibitions of the statute" (referring to the Sherman Act) "cannot 'be evaded by good motives. The law is its own measure of right and wrong, of what it permits, or forbids, and the judgment of the court cannot be set up against it in a supposed accommodation of its policy with the good intention of the parties, and, it may be, of some good results.' Standard Sanitary Mfg. Co. v. U. S., 229 U. S. 20, 49."
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> Paramount Famous Lasky Corp. v. United States, 282 U. S. 30, 44.
>
> See also: Addyston Pipe & Steel Co. v. United States, 175 U. S. 211, 234.

VII

Petitioner's Rebuttal Evidence Showing Loss of 79 Per Cent

While of course the following point is not of any

controlling importance in the case, yet nevertheless we believe the Court of Appeals erred in not considering the rebuttal evidence of petitioner's witness Boggs, showing that petitioner's paper lost 79 per cent (instead of 71 per cent, according to respondents' evidence) of its advertising lineage over the period of time between March 31, 1928, and March 31, 1932. The mere difference of three months, representing the difference in fiscal years, for which petitioner kept its books, and calendar years, upon which respondents' computation was based, hardly afforded a justifiable reason for the District Court's striking out this evidence, over the objection and exception of the petitioner.

CONCLUSION

We believe the following conclusions may fairly be drawn from the record and the authorities:

(1) The procuring of advertisements from various states and the publishing of such advertisements in farm magazines which circulate in various states, as charged and proven in this case, is interstate commerce; and, therefore, the District Court erred in holding that it was without jurisdiction over the subject-matter.

(2) To effect an unlawful restraint or monopoly of interstate commerce, it is not necessary to aver and prove that the combination activities in question constitute a substantial monopoly of the entire industry throughout the nation; and, therefore, the Court of Appeals erred in applying the comparative national business percentage as the test of unlawfulness.

(3) In making a comparative business percentage computation, the statistical data used should be restricted to the territory covered by the charge and to publications in normal competition with each other within such territory; and, therefore, the Court

of Appeals should have confined the comparative computation to the several states covered by the publications of the petitioner and respondents, and to papers of like character.

(4) When fairly understood from the pertinent computations based upon the record data, it becomes apparent that the respondents have acquired a substantial monopoly of the advertising business in state and general farm papers within the eight states in question; and, therefore, these concerted activities are in violation of Sections 1 and 2 of the Sherman Act.

(5) There was such substantial evidence tending to show a violation of the Act as to make it a question of fact for the jury, and therefore it was error to instruct a verdict for the respondents.

(6) The combining of the respondents through the Midwest Unit, for the purpose of obtaining the life blood of competitive publications through the unfair advertising rate set-up, tends to and does destroy normal competition; and, therefore, it is not only a question of loss of advertising revenues, but, moreover, the very power of the Midwest Unit competitors—more particularly the petitioner—to continue in the publishing business is seriously threatened.

Respectfully submitted,

The Indiana Farmer's Guide Publishing Company,

By U. S. LESH,
Indianapolis, Ind.

EBEN LESH,
Huntington, Ind.

JAMES E. LESH,
Indianapolis, Ind.

JOSEPH H. LESH,
Huntington, Ind.

Counsel for petitioner.

APPENDIX

Sections 1 and 2 of the Sherman Anti-Trust Act, 26 Stat. 209, 210; U. S. C. A. Title 15, are as follow:

Section 1. "Every contract, combination in the form of trust or otherwise, or conspiracy, in restraint of trade or commerce among the several States, or with foreign nations, is declared to be illegal. Every person who shall make any such contract or engage in any such combination or conspiracy, shall be deemed guilty of a misdemeanor.* * *"

Section 2. "Every person who shall monopolize, or attempt to monopolize, or combine or conspire with any other person or persons, to monopolize any part of the trade or commerce among the several States, or with foreign nations, shall be deemed guilty of a misdemeanor,* * *"

The Conformity Statute, 28 U. S. C. A. 724, R. S. Sec. 914, reads:

"The practice, pleadings, and forms and modes of proceeding in civil causes..... in the district courts, shall conform, as near as may be, to the practice, pleadings, and forms and modes of proceeding existing at the time in like causes in the courts of record of the state within which such district courts are held, any rule of court to the contrary nothwithstanding."

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Supreme Court of the United States

October Term, 1934

No. 60

THE INDIANA FARMER'S GUIDE PUBLISHING COMPANY,

Petitioner

vs.

THE PRAIRIE FARMER PUBLISHING COMPANY, et al.,

Respondents

On Writ of Certiorari to the Circuit Court of Appeals for the Seventh Circuit.

I

Opinions of Courts Below

The District Court did not file a written opinion. That of the Circuit Court of Appeals (R. 154) affirming the judgment of the District Court is reported in 70 Fed. (2d) 3.

II

Jurisdiction

This cause is before the Honorable Court on writ of certiorari, granted by an order entered herein on October 8, 1934, to review a decision of the United States Circuit Court of Appeals for the Seventh Circuit, which affirmed, on March 30, 1934, a judgment rendered against the plaintiff, petitioner herein, by the District Court of the United States for the Southern District of Indiana, Indianapolis Division.

The jurisdiction of this Court was invoked by a petition for a writ of certiorari, seasonably filed on May 23, 1934, pursuant to Section 240 (a), Act of February 13, 1925, Chapter 229, 43 Stat. 936; Section 347 Title 28, U. S. C. A.

III

Statement of the Matters Involved

The petitioner brought this action under sections 1, 2 and 7 of the Sherman Anti-Trust Act, to recover damages by it sustained because of the concerted activities of the respondents, in violation of said act. The complaint is in two counts, I and III. Count I (R. 2-7), in substance charges the respondents with contracting, combining and conspiring for the purpose of obtaining a monopoly of the farm paper business within the territory in which respondents' farm papers mainly circulate, in violation of section 2 of the Act (R. 6); and said first count also charges that the respondents' activities operated in restraint of trade and commerce among the several states, in violation of section 1 of the Act (R. 6). Count III (R. 7-8) charges only a violation of section 2. The issues were joined by all of the respondents filing a general denial to the complaint (R. 9-12).

All of the parties to this case are corporations and all excepting the Midwest Farm Paper Unit are publishers of state, sometimes called sectional, farm papers or magazines (R. 128). The Midwest Farm Paper Unit (hereinafter referred to as the Midwest Unit) was incorporated in 1931 (R. 20), to succeed a copartnership formed in 1928 (R. 20, 136). Its directors and officers are composed of representatives of the five respondent publishing companies (R. 136-137).

Petitioner's paper is published in Huntington,

Indiana, and its circulation, from 1928 to 1932, has been between 160,000 and 165,000. While most of its circulation has been in Indiana during this period, yet approximately 50,000 copies go into other states (R. 56). All deliveries are by United States mail. Advertising matter is of two classes: commercial, or display, and classified. The revenues received from the former far exceed those of the latter. (Classified advertising is not involved in this suit.) Subscriptions to petitioner's paper are 60 cents per year, and are obtained by the petitioner's agents, who go throughout Indiana and neighboring states to solicit them (R. 56).

About 90 per cent of the display or commercial advertising run in petitioner's magazine is obtained from points outside Indiana, and is obtained by the following methods: direct-by-mail correspondence; solicitors sent to call on the advertisers personally; and representatives located in various cities throughout the country (R. 57). Advertisers send electrotypes to the petitioner to enable it to "make up" the advertisements into pages. After using these electrotypes—which come from numerous points throughout the country—they are either shipped back to the advertiser, or are held subject to call.

The five respondent publishing companies put out seven editions, as follows:

The Prairie Farmer Publishing Company, two: "The Prairie Farmer" (Illinois Edition), and "The Prairie Farmer, Indiana Edition;" Wallace Publishing Company, one: "Wallace's Farmer and Iowa Homestead;" The Wisconsin Farmer Company, one: "The Wisconsin Agriculturist and Farmer;" The McKelvie Publishing Company, one: "The Nebraska Farmer;" Webb Publishing Company, two: "The Farmer and Farm, Stock and Home, Minnesota Edition," and "The Farmer and Farm, Stock and Home, Dakota Edition." While the circulation of the

above magazines (which, like petitioner's, are state or sectional papers) is not confined solely to the states in which they are published, yet, as their classification implies, these publications do circulate mainly in the states where they are severally published, that is, Illinios, Indiana, Iowa, Wisconsin, Nebraska, Minnesota, North Dakota and South Dakota, respectively (Exhibits 39, 40; R. 115, 117).

It was proved by the petitioner that over the period of time covered by the complaint all of the respondents had united with one another in the fixing of rates for commercial advertising to be run in respondents' publications. Petitioner's Exhibit 12 (R. 52, 53) shows, for example, the rates as quoted in 1931. A fair working illustration of how this rate schedule worked out is as follows:

An advertiser taking a full page advertisement in each edition of respondents' seven Midwest Unit publications would have to pay $4,870.00. That included as one of the seven "The Prairie Farmer, Indiana Edition." If, however, the advertiser elected to substitute petitioner's paper, "The Indiana Farmer's Guide" for "The Prairie Farmer, Indiana Edition," using only six, instead of seven of the Midwest Unit papers, the cost of those six editions would be $5,167.20. Thus the cost of the six publications would be $297.20 more than the cost of all seven of respondents' journals.

Cards showing the advertising rates of the respondent papers were widely disseminated by the respondents, including the Midwest Unit, to various advertisers who planned on using state farm papers in the Middle West; and petitioner's Exhibit 13 (R. 54, 55) is a page from a booklet distributed by The Prairie Farmer, appealing to advertisers who contemplated advertising in the Middle West to substitute "The Prairie Farmer, Indiana Edition" for petitioner's paper, "AND SAVE $.75" (for one line),

"$213.80" (for one column), "$427.60" (for two columns) and "$1,081.20" (for a full page).

Petitioner's exhibits 7-11, both inclusive (R. 26-50), are compilations of commercial advertisements of over one hundred lines carried by all of the respondent publications ***as a group*** during the years 1928-1932. The exhibits also include the lineage carried by petitioner's paper. (A line is the unit used by publishers in measuring the volume of advertising.) These exhibits show, too, the names and locations of the various advertisers who were using the farm papers involved herein.

Regarding the question of damages, petitioner's witness Frank Martin, a certified public accountant and treasurer of The Indiana Farmer's Guide (R. 75), testified that he was familiar with the data included in exhibits 7-11, just referred to, and that he had made a compilation of the total income of petitioner's journal from what is known as commercial, or display advertising, for the years 1928-1932, inclusive (R. 78). The total revenue from display advertising for the year ending March 31, 1929, being the date of petitioner's audit, was $339,597.89. In the witness' opinion, it would have been, for the same period of time, in the absence of the Midwest Unit combination rate, $357,639.14. The revenue from display advertising for the year ending March 31, 1930, was $316,919.14. It would have been, in the witness' judgment, in the absence of the combination rate, $350,832.14. The revenue from display advertising for the year ending March 31, 1931, was $223,-622.31. It would have been, in the witness' opinion, in the absence of the combination rate, $273,484.56.

The income from display advertising during the year ending March 31, 1932, was $121,843.30. The witness testified it would have been, during the same period of time, in the absence of the combination rate, $139,528.30. During the year ending March 31, 1933, petitioner's revenue from display advertising

was $61,660.45; and would have been, in the opinion of the witness, in the absence of the combination rate, $88,289.20.

The following table, based upon the foregoing figures, shows the losses in advertising revenue sustained by the petitioner during the five-year period:

1929	$18,041.25
1930	33,913.00
1931	49,862.25
1932	17,685.00
1933	26,628.75
TOTAL	$146,131.25

In explaining his computations of losses, the witness informed the Court as follows (quoting from the Record, pp. 79, 80):

> The Court: I wonder how you arrived at that amount. The business kept going down. Didn't the nature of the times have anything to do with it?
>
> The Witness: The business that we have taken into consideration was the amount of business that was placed in the Unit and was carried during that period of time.
>
> The Court: Well, that difference between what you say you did receive and what you would have if it had not been for these defendants, is that the amount of business that they took?
>
> The Witness: Yes, sir.
>
> The Court: That is the way you arrived at it?
>
> The Witness: That is the way I arrived at it.
>
> The Court: Do you have any way of

knowing whether you would have gotten it or not?

The Witness: The only way is that we have some correspondence and the rate which is in effect. We have some correspondence.

The Court: Well, did the times have anything to do with that—people taking less advertising? The fact is that they have been cutting down, haven't they?

The Witness: Yes, but this business was actually run during that period of time.

The Court: You mean—

The Witness: This lineage that we are speaking of was run and run in the competitive papers during that period of time and the effect of the rate construction made it impossible for us to secure that business. In other words—

The Court: That wasn't run in your paper?

The Witness: No, it wasn't run in our paper but the business was run.

The Court: You don't know why they changed?

The Witness: Well, they saved $1,100.00 by the way the combination rate worked out. If they buy the five (six) papers they pay $5,100.00, but, if they will take this competitive paper which is in competition with ours, they will save $300 and get the Indiana Edition of the Prairie Farmer for nothing. That is the way the thing works out and that is why we have no chance to get it.

The Court: Any other questions?

Counsel for Defendants: That is all.

The commercial advertising rate of petitioner's paper is one dollar per line (R. 75).

Respondents' Exhibits Nos. 29 and 30-31 (R. 83, 85) are from a book entitled "Standard Rate And Data Service, November, 1931," designated "The Agricultural Section," which is a standard authority. These exhibits include only papers which are members of the Audit Bureau of Circulations, which is an organization of advertisers and publishers which certifies as to the truthfulness of circulation statements (R. 121).

The upper half of Exhibit 29 (R. 83) lists the different papers dealing with agriculture, according to classification, as follows: General agricultural papers (under which classification the publications involved in this cause are there listed), Dairy, Fruit, Live Stock, Breed publications, Poultry, Pigeons & Pet Stock, Bee, Farm Newspapers, Farm Papers in Foreign Language, Specialized Farming, Farm Produce, Farm Publications Issued by Colleges, Power Farming, Cooperative, and Farmers' Associations. The lower half of this exhibit classifies these publications according to states, and, in Canada, according to provinces.

Exhibits 30-31 show the circulation of these papers, according to states. Respondents' Exhibits 32 and 33-34 (R. 93, 95); 35 and 36-37 (R. 103, 105); and 38 and 39-40 (R. 113, 115) show the same kind of data as Exhibits 29 and 30-31; but they are for different years, viz., 1929, 1930 and February, 1931, respectively, and contain approximately the same figures.

All of the foregoing Exhibits 29 to 40 were admitted in evidence over objections and exceptions of the petitioner, which objections were that the exhibits are irrelevant to the issues; that they include publications in no way involved in the case and which circulate over territory that is not embraced

within the territory in which the publications involved in this case circulate, generally; and for the further reason that said exhibits show on their face that they include a number of minor publications which do not purport to be in the general field, but some are in a field like poultry and various other small branches, that may have a bearing on the farm industry but yet not in this case would they be sufficiently pertinent to serve any question (R. 82).

On cross-examination, respondents' witness Gill testified (R. 128) that in Illinois there is published but one state or sectional paper: "The Prairie Farmer" (Illinois Edition, and Indiana Edition); in Nebraska, one: "The Nebraska Farmer;" in Iowa, one: "Wallace's Farmer and Iowa Homestead;" in Minnesota, one: "The Farmer and Farm, Stock and Home" (the Minnesota Edition and the Dakota Edition); in Wisconsin, one: "The Wisconsin Agricultrist and Farmer," and in Indiana, one: the petitioner's paper, "The Indiana Farmer's Guide." The witness was not certain as to whether the Dakota Edition of "The Farmer and Farm, Stock and Home" was published in St. Paul, where the Minnesota Edition is published.

Of the approximately three hundred farm journals published in forty-two of the forty-eight States in 1931, as shown in said Exhibit 29 (R. 83), one hundred seventy of these are technical or vocational papers. A ***technical*** paper is one that appeals to dairy farmers or any particular class of farmers (R. 127). A ***vocational*** paper is another name given for the same type of journal. The remaining magazines there listed are classified as general farm papers, which group, in turn, may include state or national farm magazines. A ***national*** farm paper is one that circulates over the Union in substantially all the states (R. 127).

The following computation, based upon Ex-

hibits 29 to 41 (R. 83-124), shows the number and type of farm papers published in the eight Midwest Unit states, in 1931:

	Total Number of Papers	General*	Vocational or Technical
Illinois	36	5	31
Indiana	10	4	6
Iowa	10	5	5
Minnesota	8	2	6
Nebraska	3	1	2
North Dakota	1	0	1
South Dakota	1	1	0
Wisconsin	8	5	3
TOTAL	77	23	54

*Includes national and state papers.

Respondents' Exhibit 41 (R. 123, 124) shows the total advertising, by lines, carried by the various national, state and sectional farm papers published throughout the country, during the years 1928-1932, inclusive. It includes both commercial and classified advertising. This exhibit was admitted over the objections and exceptions of the petitioner, which objections were that the exhibit shows on its face that it comprises total advertising in *national,* state and sectional papers, which makes it irrelevant; and that it includes many papers which are not in any essential sense competitors of the publications involved in this suit (R. 122).

In elaborating on this exhibit (No. 41) the witness Gill testified that in 1928 respondents' magazines carried 14.96 per cent of all farm journal advertising; in 1929, 15.61 per cent; in 1930, 17.79 per cent; in 1931, 18.15 per cent, and in 1932, 17.52 per cent (R. 126).

Using as a basis the same data as are given in respondents' Exhibit 41, but including only those

papers which are (or were) published in the eight states comprising the Midwest Unit—the territory covered by the complaint in this action—the following computation may be made:

	Total Lineage Carried by all Papers	Total Lineage Carried by respondents' Papers	Per Cent of Respondents' Lineage to Total
1928	7,490,806	3,323,256	44.37
1929	6,844,629	3,235,364	47.26
1930	5,172,535	2,980,963	57.63
1931	3,562,695	2,207,650	61.97
1932	2,151,376	1,439,753	66.92

(Respondents' Exhibits 29, 32, 35, 38 [R. 83, 93, 103, 113] show where the publications enumerated in Exhibit 41 are published.)

The witness Gregory testified that the respondents united and offered the combination rate to advertisers in order successfully to compete with the national farm papers. This evidence was objected to on the ground that it was too remote and not proper evidence; but it was admitted, over the objection and exception of the petitioner, on the theory that it bore upon the question of motive and whether a conspiracy had been entered into (R. 130).

Respondents showed by a computation made by their witness Gill from the statistics shown in said Exhibit 41, that from 1928 to 1932, petitioner's paper lost 71 per cent of its business; "The Nebraska Farmer" lost 70 per cent; "The Prairie Farmer" lost 66 per cent; "Wallace's Farmer and Iowa Homestead" lost 59 per cent, and "The Wisconsin Agriculturist" lost 57 per cent (R. 126). On rebuttal, the petitioner's accountant Boggs testified that petitioner's paper had lost 79 per cent of its business, over the

five-year period. But this testimony was stricken out, over the exception of the petitioner, for the reason that the data used in the computation were based upon fiscal years as of March 31, for which petitioner kept its books, instead of for calendar years, used in respondents' testimony (R. 138).

At the close of the evidence the respondents moved for an instructed verdict. The Court sustained the motion, to which ruling the petitioner asked for and was given an exception (R. 138). The Court thereupon orally instructed the jury to return a verdict for the respondents on the ground that it did not have jurisdiction to entertain the case, for the reason that there was a failure on the part of the petitioner to show the interstate character of the matters involved (R. 139).

From the judgment for the respondents upon the instructed verdict, the plaintiff appealed to the Circuit Court of Appeals, therein assigning as errors: (1) the admission in evidence of Exhibits 29, 30 and 31; (2) the admission of the testimony of the witness Gregory to the effect that the respondents found it necessary to enter into the combination rates in order to meet the competition of the national farm papers; (3) the admission in evidence of respondents' Exhibit 41; (4) the striking out of the testimony of the witness Boggs, showing loss of advertising lineage carried by petitioner's paper, as computed by him; (5) the sustaining of the respondents' motion for an instructed verdict, and (6-7) the giving of the instruction for the jury to return a verdict for the respondents (R. 141-143).

Each of these errors was duly presented on appeal, but in the opinion handed down by the Circuit Court of Appeals, the only question considered arose out of the action of the trial court in instructing the jury to return a verdict for the respondents. In disposing of this question, the Court passed over the

ground assigned by the District Court, and placed its decision upon a different ground: That under the rules laid down by this Court in the cases of ***Standard Oil Co.*** v. ***U. S.***, 283 U. S. 163,and ***Appalachian Coals, Inc.*** v. ***U. S.***, 288 U. S. 343, a proper case for the application of Sections 1, 2 and 7 of the Anti-Trust Act was not established (R. 158, 159).

IV

Specification of Errors

The Circuit Court of Appeals erred:

1. In affirming the judgment of the District Court.

2. In considering the statistical computations based upon respondents' Exhibits 29-40 (R. 83-117), inclusive, admitted over objections and exceptions of the petitioner, showing the circulation and place of publication of farm papers, whether state or sectional, national, or technical, and including those circulating and published in the various states scattered throughout the entire Union and in territories and localities foreign to those embraced within the issues of the complaint in this action.

3. In considering the statistical computations based upon respondents' Exhibit 41 (R. 123), admitted over the objection and exceptions of the petitioner, showing the volume of display and classified advertising lineage carried by state and sectional and national farm journals, including those published and mainly, if not exclusively, circulating in states and localities foreign to those embraced within the issues of the complaint in this action.

4. In considering the evidence of the witness Gregory, to the effect that the respondents found it necessary to unite and to offer the Midwest Unit rate in order successfully to compete with the national

farm magazines, which evidence was admitted over the objections and exception of the petitioner (R. 130).

5. In not considering the evidence of the petitioner's witness Boggs, on rebuttal, showing that petitioner's paper had lost 79 per cent of its advertising lineage during the period covered by the complaint, which evidence was stricken out, over the objection and exception of the petitioner (R. 138).

6. In deciding that it was necessary for petitioner to prove that the concerted action of respondents "effected such a restraint of interstate commerce as would materially affect the entire farm journal advertising business" (R. 158).

SUMMARY OF ARGUMENT

I

The Petitioner is Engaged in Interstate Commerce. Its Business of Disseminating Advertising to the Several States Through the Medium of its Magazine Constitutes Interstate Trade or Commerce, Within the Meaning of the Sherman Act; and the District Court Erred in Holding That It Was Without Jurisdiction Over the Subject-Matter.

Preston v. Finley, 72 Fed. 850, 857.

U. S. v. Swift & Co., 122 Fed. 529, 531-532 (modified 196 U. S. 375).

Butler Bros. Shoe Co. v. United States Rubber Co., 156 Fed. 1, 17.

Furst v. Brewster, 282 U. S. 493, 497.

Station WBT v. Poulnot, 46 Fed. (2d) 671, 675.

Ramsay v. Bill Poster Assn., 260 U. S. 501, 511.

Pensacola Telegraph Co. v. Western Union Telegraph Co., 96 U. S. 1, 9.

II

The Petitioner Proved That as a Result of the

Concerted Activities of the Respondents in Combining and Offering the Midwest Unit Rate, It Lost Advertising Revenues in the Approximate Amount of $145,000.

(a) The opinion of the Court of Appeals concedes this point.

(b) The damages were properly proved.

Eastman Kodak Co v. Southern Co., 295 Fed. 98, 102.

American Can Co. v. Ladoga Canning Co., 44 Fed. (2d) 763, 768-769.

Rankin v. Bill Poster Assn., 42 Fed. (2d) 152, 155-156.

III

The Court of Appeals Erred in Holding That It Was Necessary for the Petitioner to Prove That Through Respondents' Combination "There Was Effected Such a Restraint of Interstate Commerce as Would Materially Affect the Entire Farm Journal Advertising Business."

(a) It was not necessary for petitioner to prove that the respondents' activities monopolized, or tended to monopolize, the farm paper business of the entire country, as coming within the provisions of section 2 of the Act.

U. S. v. E. C. Knight & Co., 156 U. S. 1, 17.

Thornton, "A Treatise on the Sherman Anti-Trust Act., p. 105.

Pocahontas Coke Co. v. Powhatan Coal & Coke Co., 60 W. Va., 508, 525.

Eastman Kodak Co. v. Southern Co., 273 U. S. 359.

Commonwealth v. Dyer, 243 Mass. 472, 499-503.

Stewart v. Stearns, 56 Fla. 570, 588-594.

(b) It was not necessary for petitioner to prove that respondents' activities were such as restrained interstate trade or commerce in a way so as to affect the entire industry throughout the country, within the provisions of section 1 of the Act.

U. S. v. Keystone Watch Case Co., 218 Fed. 502, 518.

Paramount Famous Lasky Corp. v. U. S., 282 U. S. 30, 42-43.

(c) A directed verdict was improper; neither of the Courts below was entitled to weigh the evidence as to whether the facts proved at the trial showed such a restraint of trade or commerce as violated the provisions of the Act.

Gasco v. Tracas, 85 Ind. App. 591, 594.

Conformity Act, 28 U. S. C. A. 724; R. S. Sec. 914.

Shadoan v. Cincinnati Ry. Co., 220 Fed. 68, 73.

(d) The opinion of the Court of Appeals was based upon a misconception of the two cases of this Court therein referred to, namely, Appalachian Coals, Inc. v. U. S., 288 U. S. 343, and Standard Oil Co. v. U. S., 283 U. S. 163.

IV

It Was Error for the Court of Appeals to Consider Respondents' Computations and Statistics Based Upon Exhibits 29-40.

(a) Said exhibits were not proper evidence for the reason that the greater majority of the journals there listed is shown on the face of said exhibits to be papers which are published and circulated in parts of the Union entirely foreign to the territory involved in the complaint.

(b) Said exhibits include technical or vocational, as well as national farm papers, which are not in any essential sense competitors of the type of papers involved in this suit, namely, state farm papers.

(c) Said exhibits were admitted over objections and exceptions of the petitioner.

V

It Was Error for the Court of Appeals to Consider Respondents' Computations and Statistics Based Upon Exhibit No. 41.

(a) Said exhibit was not proper evidence for the reason that the publications there listed include journals published and circulating in states and sections of the country entirely foreign to the territory involved under the issues in the case.

(b) Said exhibit includes journals that are not and could not be in any essential sense competitors of the papers involved in this suit.

(c) Said exhibit was admitted over the objection and exception of the petitioner.

VI

The Court of Appeals Erred in Considering the Evidence of the Witness Gregory, to the Effect That the Respondents Found it Necessary to Combine and to offer the Midwest Unit Rate, in Order to Meet the Competition of the So-Called National Farm Papers.

(a) The prohibitions of the Sherman Anti-Trust Act cannot be evaded by good motives.

Paramount Famous Lasky Corp. v. U. S., 282 U. S. 30, 44.
Addyston Pipe & Steel Co. v. U. S., 175 U. S. 211, 234.

(b) The evidence was admitted over the objection and exception of the petitioner.

VII

The Court of Appeals Erred in Not Considering the Rebuttal Evidence of Petitioner's Witness Boggs, Showing That Petitioner's Paper Lost 79 Per Cent of its Advertising Lineage Over the Period of Time Between March 31, 1928, and March 31, 1932.

(a) The mere difference of three months, representing the difference in fiscal years, for which petitioner kept its books, and calendar years, upon which respondents' computation was based, afforded no justifiable reason for striking out this evidence.

V

Argument

I

District Court Erred in Declining Jurisdiction: Interstate Commerce Involved

In directing the jury to return a verdict for the respondents on the ground that petitioner had failed to prove that its activities constituted interstate commerce and that therefore that Court was without jurisdiction, it seems clear that the District Court inadvertantly erred. The evidence showed that the petitioner's magazine circulated throughout several states and that about 90 per cent of its commercial advertising was received from advertisers outside of Indiana. These advertisements were solicited in several ways: By direct-by-mail correspondence; by agents sent to call upon interested persons, and through advertising agencies located and maintained by the petitioner in various cities. Advertisers send cuts or electrotypes to be used in setting up advertisements; these cuts afterward are sent back to the advertiser (R. 57).

A paper or magazine circulating throughout the states is engaged in interstate commerce. ***Preston*** v. ***Finley,*** 72 Fed. 850, 857. The various activities of the petitioner's agents in soliciting advertising are interstate commerce. ***United States*** v. ***Swift & Co.,*** 122 Fed. 529, 531-532 (modified 196 U. S. 375); ***Butler Bros. Shoe Co.*** v. ***United States Rubber Co.,*** 156 Fed. 1, 17; ***Furst*** v. ***Brewster,*** 282 U. S. 493, 497. It was held in the case of ***Station WBT*** v. ***Poulnot,*** 46 Fed. (2d) 671, 675, that distributing advertisements to other states over the radio constitutes interstate commerce. It would seem clear, therefore, that the

act of distributing advertisements to other states through such a tangible medium as a magazine would constitute interstate commerce. See also: ***Ramsay*** v. ***Bill Posters Assn.,*** 260 U. S. 501, 511, and ***Pensacola Telegraph Co.*** v. ***Western Union Telegraph Co.,*** 96 U. S. 1, 9.

The opinion of the Court of Appeals proceeds upon the assumption that the petitioner was engaged in interstate commerce and that, in fact, the District Court did have jurisdiction over the subject-matter.

The respondents contended below that under the decision in the case of ***Blumenstock Bros.*** v. ***Curtis Publishing Co.,*** 252 U. S. 436, the District Court did not err in refusing jurisdiction. That was a case wherein the plaintiff charged the Curtis Publishing Company with violating provisions of the Sherman Act for refusing to accept certain contracts for advertising which plaintiff desired the defendant to carry in its magazines. The defendant refused to accept these advertisements except upon certain conditions. The decision did not and could not turn upon the character of the reasons which were assigned by the defendant for refusing to accept the advertisements offered by the plaintiff; but the court rightfully held—as in the case of ***Whitwell*** v. ***Continental Tobacco Co.,*** 125 Fed. 454, 456—that the defendant had the right arbitrarily to decide upon what terms it would deal with its customers.

The language of this Court in ***Stafford*** v. ***Wallace,*** 258 U. S. 495, 527, supports this construction:

> "The case of Blumenstock Bros. Advertising Agency v. Curtis Publishing Co., 252 U. S. 436, is easily distinguishable from the one at bar. There it was merely held that an attempt of a publisher to monopolize the business of publish-

ing advertising matter in magazines resulting in refusal of such publisher to accept advertising in its magazines was too remote in its relation to the interstate commerce of circulating magazines."

II

Substantial Damages Were Proved

In offering rates to advertisers wherein the cost of a full page advertisement in ***six*** of the respondent publications (there being a total of seven) would be $297.20 more than the cost of ***all seven*** editions (Exhibit 12, R. 52), the respondents have conceived a scheme which has sapped the life blood of the petitioner's paper. Advertisers who have a product which, for example, is particularly adapted to the corn belt states, usually advertise through the state farm papers, such as are those of the parties to this litigation, in the territory covered by the eight states involved in the complaint. If advertisers desired to use petitioner's paper, in order to cover Indiana, and to exclude the respondent paper, "The Prairie Farmer, Indiana Edition," for Indiana coverage, they could not get the so-called Midwest Unit rate.

The result was, as shown by the evidence, that because of respondents' rate schedule the petitioner, during the period of time covered by the complaint, lost $146,000 in advertising revenues (R. 78-79-80.)

The method of proving such loss is shown herein under the "Statement of the Matters Involved." (See ante, pages 5-7.)

The method of proving the damages was proper.

Eastman Kodak Co. v. Southern Co., 295 Fed. 98, 102.

American Can Co. v. Ladoga Canning Co., 44 Fed. (2d) 763, 768-769.

Rankin v. Billposters Ass'n., 42 Fed. (2d) 152, 155-156.

As to the point of damages, the Circuit Court of Appeals said (R. 157):

> "Appellant also showed that because of such competition it lost some of its advertisers, and, upon a theory explained by its accountant (not material here), it was damaged to the amount of $145,000."

III

Opinion of Court of Appeals: Monopoly Incomplete: Restraint of Trade

Going now to the crux of the opinion of the Circuit Court of Appeals, it held (R. 158) as follows:

> "In disposing of the appeal we have accepted appellant's assertion that it lost some commercial advertisers due to the combination rate of appellees. We are, however, not satisfied that appellant has established a fact which rested upon it to prove; viz., that through this combination there was effected such a restraint of interstate commerce as would materially affect the entire farm journal advertising business."

As pertaining to the question of monopoly, we further quote from the opinion (R. 158):

> "* * * But we cannot escape the force of appellees' statement—'* * If, as held in ***Standard Oil*** v. ***United States,*** 283 U. S. 163, the owners of 55 per cent of the gasoline in the United States could not by combination obtain a monopoly in violation of the Sherman Act, and if, as held in

Appalachian Coals v. ***United States,*** 288 U. S. 343, the owners of 74 per cent of the coal mined in a certain territory could not obtain a monopoly in violation of the Sherman Act, then how can it be held that 5 out of approximately 300 newspapers can obtain a monopoly of advertising, and how can it be held that newspapers which do only approximately 15 per cent of the advertising in the farm journal field can obtain a monopoly?' "

Without now considering the application of the two cases just referred to, or the character of the 300 papers mentioned, but leaving those questions for a later discussion, is it necessary in order to constitute a monopoly or an attempt to monopolize trade or commerce, within the meaning of Section 2 of the Sherman Act, that the combination complained of be a complete monopoly?

"Again, all the authorities agree that in order to vitiate a contract or combination it is not essential that its result should be a complete monopoly; it is sufficient if it really tends to that end and to deprive the public of the advantages which flow from free competition."

United States v. E. C. Knight & Co., 156 U. S. 1, 17.

"Any agreement, understanding or combination that tends to create a monopoly is void. Such an agreement, of course, need not create a complete monopoly."

Thornton, "A Treatise on the Sherman Anti-Trust Act," p. 105.

"* * If a contract or combination in unreasonable restraint of trade could not be attacked until a complete monopoly had been formed, then the law against monopolies would be unavailing. In this country it would be almost impossible to combine all the interests in any line of industry into a single and complete monopoly. If only complete monopolies could be reached under the law, a combination could then be formed tending to monopoly and embracing substantially all the evil results of a complete monopoly, intentionally leaving out of the combination some one or more of those engaged in the industry for the very purpose of rendering the combination legal. A contract which is charged to be in restraint of trade is not to be tested by what has been done under it, but by what may be done under it; nor by its performance, but by its powers of performance when fully exercised."

Pocahontas Coke Co. v. Powhatan Coal & Coke Co., 60 W. V. 508, 525.

In ***Eastman Kodak Co.*** v. ***Southern Co.,*** 273 U. S. 359, there was held to be a purpose to monopolize the business of photo supplies in the city of Atlanta, Georgia. Likewise, in ***Commonwealth*** v. ***Dyer,*** 243 Mass. 472, 499-503, there was held to be a monopoly of the fish business in the city of Boston. There even may be a monopoly in a village. ***Stewart*** v. ***Stearns,*** 56 Fla. 570, 588-594.

While it is true that respondents' journals carry a comparatively small percentage of the total advertising carried by all general farm papers throughout the country, yet the following computation, based upon those papers published in the eight states comprising the Midwest Unit, that is, the territory

covered under the issues in this cause, not only shows a much higher percentage, but at the same time it reveals the success of respondents' activities in obtaining a monopoly in this territory: In 1928 respondents' journals carried 44.3 per cent; in 1929, 47.2 per cent; in 1930, 57.6 per cent; in 1931, 61.9 per cent, and in 1932, 66.9 per cent of the total advertising run by the general farm papers in these eight states. (See ante, page 11.)

Going now to Section 1 of the Sherman Act, we find no precedent for the holding of the Court of Appeals that, to constitute a violation of this section, respondents' activities would have to restrain trade or commerce in a way so as to affect the entire farm paper industry throughout the country. It would be difficult to conceive a state of facts under which recovery could ever be had, were this the law.

> "And this brings us to the next question, no matter at what point of time the inquiry may be undertaken, namely: What are the ordinary marks of such a course of conduct as may properly be condemned as a restraint of trade? . . . . Trade is restrained by putting hindrances in the way of the persons that conduct it. Whatever makes it more difficult for such persons to carry on their business restrains them, and restrains their trade. . . . Competitors must not be oppressed or coerced; fraudulent or unfair or oppressive rivalry must not be pursued. . ."
>
> United States v. Keystone Watch Case Co., 218 Fed. 502, 518.

Indeed, whether speaking of restraint of trade or commerce within the provisions of either Section 1 or 2, we have found no authorities which lay down as tests to be considered in applying the Act, the

facts of dominance or coercion as relating in scope to the entire industry, though it be nation wide. Rather, the tests are those laid down in ***Paramount Famous Lasky Corporation*** v. ***United States,*** 282 U. S. 30, 42-43:

> " 'The purpose of the Sherman Act is to prohibit monopolies, contracts and combinations which probably would unduly interfere with the free exercise of their rights by those engaged, or who wish to engage, in trade and commerce—in a word, to preserve the right of freedom to trade.' U. S. v. Colgate & Co., 250 U. S. 300, 307. 'The fundamental purpose of the Sherman Act was to secure equality of opportunity and to protect the public against evils commonly incident to destruction of competition through monopolies and combinations in restraint of trade.' Ramsay Co. v. Associated Bill Posters of United States and Canada, 260 U. S. 501, 512. 'The Sherman Act was intended to secure equality of opportunity and to protect the public against evils commonly incident to monopolies, and those abnormal contracts and combinations which tend directly to suppress the conflict and advantage called competition—the play of the contending forces ordinarily engendered by an honest desire for gain.' U. S. v. American Oil Co., 262 U. S. 371, 388."

There can be no escape from the fact that petitioner's business has been directly restrained. No refinement of reasoning can show that respondents' activities constitute the healthy, normal, fair or honest type of competition spoken of in the cases deciding that there had been no infringement of the provisions of the Act.

Neither the District Court nor the Court

of Appeals had the right to weigh the evidence as to whether the facts proven showed such a restraint of trade or commerce as violated the provisions of the Act. Of course, as heretofore has been shown, the District Court directed a verdict on the ground of not having jurisdiction over the subject-matter. But certainly the Circuit Court of Appeals was in no better position than the trial Court to weigh the facts as to whether there had been a restraint of trade, or whether the various farm papers scattered throughout the country were in competition with the journals involved in this proceeding.

> "It is a well-established rule of law that it is only when the evidence upon any question is undisputed, and only one legitimate inference can be drawn therefrom, that the court has a right to direct the verdict. If there be any evidence whatever having legal weight, or any legitimate inference from the evidence tending to support appellant's right to recover, the question should have been left to the jury."
>
> Gasco v. Tracas, 85 Ind. App. 591, 594.

Under the conformity statute, 28 U. S. C. A. 724; R. S. Sec. 914, the Federal courts below were bound by the Indiana law, in respect to weighing the evidence as expressed in the above opinion.

> Shadoan v. Cincinnati Railway Co., 220 Fed. 68, 73.

The opinion of the Circuit Court of Appeals is based upon the two recent cases of this Court, viz., ***Appalachian Coals, Inc.*** v. ***United States,*** 288 U. S. 343, and ***Standard Oil Co.*** v. ***United States,*** 283 U. S.

163. We feel, and earnestly urge, that the Court of Appeals inadvertantly misconceived the holdings and principles laid down in those two cases.

At the outset it will, of course, be noted that in each of those cases the action was brought by the Government for injunctive relief, with the right of the District Courts to pass upon questions of fact with reference to which there might be conflicting evidence; and in each case, the facts as found failed to disclose any restraint or monopoly of interstate commerce. In the case at bar it was the province of the jury to pass upon these facts.

Going now to the Appalachian case: We find nothing in the opinion which conflicts with the cases and principles upon which the petitioner herein relies. The distinctions between the facts in that case and the one at bar are apparent on the fact of the opinion. Quoting from the opinion, pages 359-360:

> "There is no question as to the test to be applied in determining the legality of the defendants' conduct. The purpose of the Sherman Anti-Trust Act is to prevent undue restraints of interstate commerce, to maintain its appropriate freedom in the public service, to afford protection from the subversive or coercive influences of monopolistic endeavor. As a charter of freedom, the Act has a generality and adaptability comparable to that found to be desirable in constitutional provisions. It does not go into detailed definitions which might either work injury to legitimate enterprise or through particularization defeat its purposes by providing loopholes for escape. The restrictions the Act imposes are not mechanical or artificial. Its general phrases, interpreted to attain its funda-

mental objects, set up the essential standard of reasonableness. They call for vigilance in the detection and frustration of all efforts unduly to restrain the free course of interstate commerce, but they do not seek to establish a mere delusive liberty either by making impossible the normal and fair expansion of that commerce or the adoption of reasonable measures to protect it from injurious and destructive practices and to promote competition upon a sound basis. The decisions establish, said this court in Nash v. United States, 229 U. S. 373, 376, 'that only such contracts and combinations are within the Act as, by reason of intent or the inherent nature of the contemplated acts, prejudice the public interests by unduly restricting competition or unduly obstructing the course of trade.' * * *

"In applying this test, a close and objective scrutiny of particular conditions and purposes is necessary in each case.* * *"

We quote this passage, as found at page 371 of the opinion:

"* * * Competing producers testified that the operation of the selling agency, as proposed by defendants, would not restrain competition and would not restrict their business.* * *"

At page 372 the Court points out the deplorable condition of the industry, going on to say:

"* * * The unfortunate state of the industry would not justify any attempt unduly to restrain competition or to monopolize, but the existing situation prompted defendants to make, and the statute did not preclude them from making, an honest effort to remove abuses, to make competition fair, and thus to promote the essential interests of commerce.* * *"

The following language found at pages 374-375 aids us in pointing out the distinctions:

"Decisions cited in support of a contrary view were addressed to very different circumstances from those presented here. They dealt with combinations which on the particular facts were found to impose unreasonable restraints through the suppression of competition, and in actual operation had that effect. American Column & Lumber Co. v. U. S. 257 U. S. 377; U. S. v. American Linseed Oil Co., 262 U. S. 371."

And at page 377:

"* * * As we stated at the outset, the question under the Act is not simply whether the parties have restrained competition between themselves but as to the nature and effect of that restraint.* * *"

And then the opinion states the point for decision (pages 377-378):

"* * * We recognize, however, that the case has been tried in advance of the operation of defendants' plan, and that it has been necessary to test that plan with reference to purposes and anticipated consequences without the advantage of the demonstrations of experience. If in actual operation it should prove to be an undue restraint upon interstate commerce, if it should appear that the plan is used to the ***impairment of fair competitive opportunities,*** the decision on the present record should not preclude the Government from seeking the remedy suited to such a state of facts." (Our italics.)

We reiterate that respondents' scheme has already been tried out and the results are only too patent, namely, that the petitioner has suffered a substantial loss; that the Midwest Unit rate has enabled respondents' journals to increase their percentage of advertising carried by the publications in the

territory involved under the issues, from 44 per cent, in 1928, to 67 per cent, in 1932.

The Standard Oil case: The facts in the Standard Oil Company case are so inherently different from those in the case at bar as to make comparisons between the two cases of little value. It is to be pointed out, however, that the opinion did not turn upon the mere fact that the owners of 55 per cent of the gasoline in the United States could not by combination obtain a monopoly in violation of the Sherman Act. Rather, it was held that the provisions in the contracts for the division of royalties are not in themselves conclusive evidence of illegality; and that where there are legitimately conflicting claims or threatened interferences, a settlement by agreement, rather than by litigation, is not precluded by the Sherman Act. We quote a few excerpts from the opinion as showing some of the points of distinction.

At page 172 the Court said:

> "The Government next contends that the agreements to maintain royalties violate the Sherman Law because the fees charged are onerous. The argument is that the competitive advantage which the three primary defendants enjoy of manufacturing cracked gasoline free of royalty, while licensees must pay to them a heavy tribute in fees, enables these primary defendants to exclude from interstate commerce cracked gasoline which would, under lower competitive royalty rates, be produced by possible rivals. This argument ignores the privileges incident to ownership of patents. Unless the industry is dominated, or interstate commerce directly restrained, the Sherman Act does

not require cross-licensing patentees to license at reasonable rates others engaged in interstate commerce.* * *"

And again, at page 179:

"Thus it appears that no monopoly of any kind, or restraint of interstate commerce, has been effected either by means of the contracts or in some other way.* * *"

The Court went on to say, at pages 180-181:

"* * * The master found, after an elaborate review of the entire art, that the presumption of validity attaching to the patents had not been negatived in any way; that they merited a broad interpretation; that they had been acquired in good faith; and that the scope of the several groups of patents overlapped sufficiently to justify the threats and fear of litigation.* * *"

We are unable to find any implications from the face of the opinion which would have the slightest tendency to condone or to uphold the activities of the respondents, in the case at bar.

IV

Respondents' Exhibits 29-40: Classification of Farm Papers: Irrelevancy

The Court of Appeals adopted the statistics proven by respondents, to the effect that from 1928 to 1932 there were approximately 300 different farm magazines published in the United States. This, of course, the petitioner does not dispute. These figures were taken from the data supplied in respondents' Exhibits 29-40, inclusive (R. 83-115), which exhibits were admitted over the exceptions of petitioner. We believe that the Court of Appeals arrived at a misunderstanding as to the

nature of farm magazines. In its opinion (R. 157) it says, "Farm magazines are divided into two classes: national and state." Of the approximately 300 farm journals published in 42 of the 48 states, in 1931, as shown in Exhibit 29 (R. 83), about 170 of these are technical or vocational papers, a distinct type of paper which appeals to some particular phase of agriculture such as poultry, bee, pigeons and pet stock, etc., (R. 127). In fact, the upper half of Exhibit 29 (R. 83) shows 16 different kinds of technical or vocational papers. Respondents made no claim that the technical or vocational journals were competitors, other than in a general way, of the state farm papers involved in this action. And, of course, because of their peculiar nature, they are not.

A national farm paper is one which circulates over the Union in substantially all the states (R. 127). While the respondents gave as their motive for putting into effect the Midwest Unit rate, that the national papers afforded such strong competition as to make that necessary, yet as a matter of fact, this argument (even though it would not constitute a defense) is fallacious for at least two reasons: (1) Advertisers who wanted to promote the sale of goods peculiarly adapted to the Middle Western states would not advertise in a magazine of national circulation, whose advertising rates would be greater on account of its vast circulation, because they would be paying for advertisements placed in a territory in which there would be no hope nor desire for sales. (2) The real competitors of state farm papers are—state farm papers. Throughout the eight Midwest Unit states there are published but eight state farm papers, including the two editions of each "The Prairie Farmer" and "The Farmer and Farm, Stock and Home," and also including petitioner's paper. Indiana is the only one of the eight states,

excepting the Dakotas, in which there are two competing state farm papers (R. 128).

Petitioner's Exhibit 13 (R. 54) is a page from a booklet distributed by the respondent, The Prairie Farmer Publishing Company, appealing to advertisers who contemplated advertising in the Middle West to substitute "The Prairie Farmer, Indiana Edition," for petitioner's paper, in order to make certain saving therein computed. That it was the purpose of respondents to deprive the petitioner of its advertising accounts, is revealed by this exhibit showing the unfair rate set-up.

Included among the said 300 farm paper publications referred to in the opinion of the Court of Appeals, are state farm papers published in nearly every state in the Union. How could it be said, for example, that a state farm paper published in Oregon, and therefore circulating mainly in Oregon, could be in competition with the state farm papers published in the Middle West? Under the "Statement of the Matters Involved" (See ante, p. 10) is a computation showing the number and type of farm journals published in the eight Midwest Unit states in 1931. There was a total of 77 papers, 54 of which were vocational or technical papers; and the balance, 23, were general farm papers. The latter classification includes both state and national papers. From what has been said, none of these Exhibits 29-40, inclusive, should have been admitted in evidence over petitioner's objections. The Court of Appeals therefore erred in accepting (and in fact basing its opinion upon) the computations made up from these exhibits.

V

Respondents' Exhibit 41: Lineage, Statistics of Papers on Nation-Wide Basis

Respondents' Exhibit 41, which was admitted

over petitioner's exceptions, shows the total lineage of the various state and national farm papers published throughout the Union. We have just shown why such publications as state farm papers published in Oregon, California, Pennsylvania, etc., are not competitors of the journals involved in this proceeding. Likewise, we have shown that the national farm papers are not in any essential sense competitors of the journals involved in this litigation. Under the issues of this case, any computation that would compare the advertising lineage carried by respondents' papers to the total advertising lineage carried by the papers of the entire country, would be irrelevant.

Respondents proved that using as a basis the figures contained in said Exhibit 41, the respondents carried 14.96 per cent, 15.61 per cent, 17.79 per cent, 18.15 per cent and 17.52 per cent of the total advertising lineage of all of the state or national farm papers in the country, for the years 1929-1932, respectively. Using the same exhibit, No. 41, but confining the computation to only those papers published within the eight states covered under the issues—and indeed the only states that should ever have been considered by the Court of Appeals—an entirely different picture is presented. In 1928 respondents' papers carried 44.37 per cent; in 1929, 47.26 per cent; in 1930, 57.63 per cent; in 1931, 61.97 per cent, and in 1932, 66.92 per cent. In comparing these two sets of computations, we particularly point out to the Court that in the first computation, involving the nation-wide comparison, in 1932 respondents' percentage dropped under that of 1931; whereas in the computation based upon the advertising carried in the eight states covered by the Midwest Unit, respondents' percentage increased from 61.97 per cent in 1931, to 66.92 per cent in 1932. This graphically shows the success of respondents' rate

schedule in suppressing trade and commerce within this territory, during the period of time covered by the complaint.

VI

Good Motives no Excuse if Provisions of Act Have Been Violated

The Court of Appeals seemingly accepted respondents' position as given by the witness Gregory, to the effect that respondents found it necessary to combine and to offer the Midwest Unit rate in order to meet the competition of the so-called national papers. The evidence was admitted over the exceptions of the petitioner. Assuming, for the sake of argument only, that the national papers did afford substantial competition, nevertheless it is our understanding that while the courts may allow evidence tending to show the conditions of an industry, etc., yet the prohibitions of the Sherman Anti-Trust Act cannot be evaded by good motives.

> "The prohibitions of the statute" (referring to the Sherman Act) "cannot 'be evaded by good motives. The law is its own measure of right and wrong, of what it permits, or forbids, and the judgment of the court cannot be set up against it in a supposed accommodation of its policy with the good intention of the parties, and, it may be, of some good results.' Standard Sanitary Mfg. Co. v. U. S., 229 U. S. 20, 49."
>
> Paramount Famous Lasky Corp. v. United States, 282 U. S. 30, 44.

See also: Addyston Pipe & Steel Co. v. United States, 175 U. S. 211, 234.

VII

Petitioner's Rebuttal Evidence Showing Loss of 79 Per Cent

While of course the following point is not of any controlling importance in the case, yet nevertheless we believe the Court of Appeals erred in not considering the rebuttal evidence of petitioner's witness Boggs, showing that petitioner's paper lost 79 per cent (instead of 71 per cent, according to respondents' evidence) of its advertising lineage over the period of time between March 31, 1928, and March 31, 1932. The mere difference of three months, representing the difference in fiscal years, for which petitioner kept its books, and calendar years, upon which respondents' computation was based, hardly afforded a justifiable reason for the District Court's striking out this evidence, over the objection and exception of the petitioner.

CONCLUSION

We believe the following conclusions may fairly be drawn from the record and the authorities:

(1) The procuring of advertisements from various states and the publishing of such advertisements in farm magazines which circulate in various states, as charged and proven in this case, is interstate commerce; and, therefore, the District Court erred in holding that it was without jurisdiction over the subject-matter.

(2) To effect an unlawful restraint or monopoly of interstate commerce, it is not necessary to aver and prove that the combination activities in question constitute a substantial monopoly of the entire in-

dustry throughout the nation; and, therefore, the Court of Appeals erred in applying the comparative national business percentage as the test of unlawfulness.

(3) In making a comparative business percentage computation, the statistical data used should be restricted to the territory covered by the charge and to publications in normal competition with each other within such territory; and, therefore, the Court of Appeals should have confined the comparative computation to the several states covered by the publications of the petitioner and respondents, and to papers of like character.

(4) When fairly understood from the pertinent computations based upon the record data, it becomes apparent that the respondents have acquired a substantial monopoly of the advertising business in farm papers within the eight states in question; and, therefore, these concerted activities are in violation of Sections 1 and 2 of the Sherman Act.

(5) There was such substantial evidence tending to show a violation of the Act as to make it a question of fact for the jury, and therefore it was error to instruct a verdict for the respondents.

(6) The combining of the respondents through the Midwest Unit, for the purpose of obtaining the life blood of competitive publications through the unfair advertising rate set-up, tends to and does destroy normal competition; and, therefore, it is not only a question of loss of advertising revenues, but, moreover, the very power of the Midwest Unit com-

petitors—more particularly the petitioner—to continue in the publishing business is seriously threatened.

Respectfully submitted,

U. S. LESH,
JAMES E. LESH,
Indianapolis, Ind.

EBEN LESH,
JOSEPH H. LESH,
Huntington, Ind.

Counsel for Petitioner.

APPENDIX

Sections 1 and 2 of the Sherman Anti-Trust Act, 26 Stat. 209, 210; U. S. C. A. Title 15, are as follow:

Section 1. "Every contract, combination in the form of trust or otherwise, or conspiracy, in restraint of trade or commerce among the several States, or with foreign nations, is declared to be illegal. Every person who shall make any such contract or engage in any such combination or conspiracy, shall be deemed guilty of a misdemeanor.* * *"

Section 2. "Every person who shall monopolize, or attempt to monopolize, or combine or conspire with any other person or persons, to monopolize any part of the trade or commerce among the several States, or with foreign nations, shall be deemed guilty of a misdemeanor,* * *"

The Conformity Statute, 28 U. S. C. A. 724, R. S. Sec. 914, reads:

"The practice, pleadings, and forms and modes of proceeding in civil causes..... in the district courts, shall conform, as near as may be, to the practice, pleadings, and forms and modes of proceeding existing at the time in like causes in the courts of record of the state within which such district courts are held, any rule of court to the contrary nothwithstanding."

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Supreme Court of the United States

October Term, 1934

No. 60

THE INDIANA FARMER'S GUIDE PUBLISHING COMPANY,

Petitioner

vs.

THE PRAIRIE FARMER PUBLISHING COMPANY, et al.,

Respondents

On Writ of Certiorari to the Circuit Court of Appeals for the Seventh Circuit.

PETITIONER'S REPLY BRIEF

Supplemental Statement of Facts

In the opening part of their brief (p. 2), respondents say that the particular complaint of the petitioner is to the effect that respondents have made a combination advertising rate which is cheaper than their individual rates and that this operated in restraint of interstate commerce.

This is an incomplete and therefore a misleading statement of petitioner's complaint, as stated in

the pleadings and proven on the trial. We call the Court's attention to the bill of complaint, count I, paragraphs (7), (8) and (10), (R. 5, 6); count III, paragraph (7), (R. 7, 8).

Following paragraph (8), count I, the complaint reveals (R. 6) the evil fruits of respondents' unlawful scheme and design by showing that while the petitioner has a larger circulation than the Indiana Edition of the Prairie Farmer and was in a more favorable position to receive farm paper advertisements, it was unable to compete successfully with the combination set-up; and, "that the purpose and effect of the combination agreement and schedule is to destroy the competition presented by the plaintiff's publication in the State of Indiana, and to break down and destroy the plaintiff's business, and to give it a monopolistic control of such business in the State of Indiana and the adjoining states."

Respondents' statement (pp. 2-7, their brief) of the circulation of farm magazines throughout the United States, the number circulated in Indiana, and the relation in percentage which the advertisements carried in respondents' publications bear to the total advertisements in all the so-called farm papers during the period in controversy, is also so incomplete as to call for a supplemental statement of record facts.

From the record recital of the testimony by respondents' witness Gill (R. 127-128) we quote:

> "Farm papers are classified as national farm papers, which is a paper that circulates over the Union in substantially all the states; and technical and vocational, as they are generally known. A technical publication is a paper that appeals to dairy farmers or any particular class of farming. The vocational paper is the same as a technical paper. And then the other is the state and local farm paper—sometimes called sec-

tional. Some people call state farm papers sectional farm papers and some of them call them state papers and some call them local papers. I understand the meaning of a sectional paper to be a paper that covers a given section. For intance, some people call the Wallaces' Farmer and Iowa Homestead a sectional paper because it covers part of Nebraska and some of Illinois and some of Missouri. Its circulation is not limited to the State of Iowa. Assuming that state and national (sectional) papers are the same thing, there now is published in Illinois one—The Prairie Farmer; one in Nebraska—The Nebraska Farmer. In 1928 there were published in Illinois, the Prairie Farmer and the Illinois Farmer. The Illinois Farmer was taken over by the Prairie Farmer.

"The Court: How many are there in Indiana?

"The Witness: There is two, what we call two Indiana farm papers: The Prairie Farmer, Indiana Edition, and The Indiana Farmer's Guide. The Farm Life that was published at Spencer, Indiana, a while, was more or less national. It isn't published now. As to how long it has been suspended is one of those things that go out of your mind. I don't pay any attention to it. Just one state paper published in Iowa—Wallace's Farmer and Iowa Homestead; just one in Nebraska—The Nebraska Farmer; one in Minnesota—The Farmer and Farm, Stock and Home; one in Wisconsin—Wisconsin Agriculturist and Farmer. The Farmer and Farm, Stock and Home, that is a Minnesota paper published at St. Paul. The two editions are the Minnesota Edition

> and the Dakota Edition. I don't know whether they are published at the same place. I don't know whether the Prairie Farmer, Illinois Edition, and the Indiana Edition are published at the same place. I have never seen the printing of the paper. I understand that is true, but I don't know it definitely."

It thus appears that all comparisons made, both in elements of comparative circulations and advertisements carried, were comparisons between the respondents' publications and the total field of so-called farm publications, with practically none of which the publications involved in this case are in substantial competition.

Respondents' statement (p. 14, their brief) of section 2 of the Sherman Act is incomplete in that it omits vital provisions. As stated in petitioner's former brief (p. 40) the section is:

> "Every person who shall monopolize, or attempt to monopolize, or combine or conspire with any other person or persons, to monopolize any part of the trade or commerce among the several States, or with foreign nations, shall be deemed guilty of a misdemeanor, * * *"

At page 23 of respondents' brief, the statement is made to the effect that the petitioner makes no complaint about the circulation of its paper, but only as to the making of contracts for advertisements, which do not involve any movement of goods in interstate commerce. But, as a matter of fact, the complaint shows that the revenues received from the advertising business is the life blood on which the publication is dependent, and that the purpose of the

respondents' unlawful activities is to destroy the petitioner's business, which would necessarily force a suspension of its publication.

Respondents undertake to narrow the issues with the statement (p. 27, their brief) to the effect that the petitioner's claimed injury is concerned only with the State of Indiana, whereas it clearly appears from the bill of complaint that the respondents, through their concerted activities, are seeking to destroy competition and obtain a monopoly of the business in which they are engaged in the eight states wherein "their publications are mainly circulated, viz., the states of Indiana, Illinois, Wisconsin, Iowa, Nebraska, Minnesota, North Dakota and South Dakota" (R. 7).

At page 35 of their brief, respondents say that the only objection the petitioner seems to find to exhibit No. 41 is "it includes the so-called national farm papers, which are not in any essential sense competitors of any of the publications involved in this litigation." The full objection as shown by the Record (p. 122) was:

> "We object to the competency of this evidence for the reason that it shows on its face that it comprises total advertising in national, state and sectional farm papers, which makes it irrelevant, and that it includes many papers which are not in any essential sense competitors of any of the publications involved in this litigation."

At page 11 of petitioner's prior brief, there is a computation based upon the same advertising lineage data as are given in respondents' Exhibit 41, but including only those papers which are (or were) published in the eight states comprising the Midwest Unit, and including, also, the various national farm papers therein listed. The following table, also

based upon Exhibit 41, shows the total lineage carried by all of the state and general farm papers—excluding the national farm journals—published in this territory; the total advertising lineage carried by respondents' papers, and the per cent of respondents' lineage to the whole:

	Total Lineage Carried by all Papers	Total Lineage Carried by Respondents' Papers	Per Cent of Respondents' Lineage to Total
1928	5,928,365	3,323,256	56.06
1929	5,409,217	3,235,364	59.81
1930	4,053,766	2,980,963	73.53
1931	2,777,865	2,207,650	79.47
1932	1,736,470	1,439,753	82.91

(Respondents' Exhibits 29, 32, 35, 38 [R. 83, 93, 103, 113] show where the publications enumerated in Exhibit 41 are published.)

Respondents' Propositions and Authorities Analyzed

I

The petitioner does not dispute the correctness of respondents' proposition I.

II

Respondents' proposition II is: "The primary purpose of the (Sherman) Act is to foster competition." This, we believe, is inaccurate; rather, the primary purpose of the Act is to prevent the suppression of natural and reasonable competition. As bear-

ing upon this and other questions within the issues, we make brief analysis of the authorities cited under proposition II, as follows:

In ***Whitwell*** v. ***Continental Tobacco Co.,*** 125 Fed. 454, as stated in the opinion (page 456),

> "The main question which the case presents is, may one engaged in commerce among the states lawfully select his customers, and sell only to those who do not buy or sell the wares of his competitors, or is such a restriction of his ***own trade*** by a manufacturer or merchant and his employes a 'contract, combination or conspiracy in restraint of trade' or an 'attempt to monopolize any part of trade,' within the meaning of the (Sherman) act . . . ?" (Our italics)

Going on (p. 457):

> "Under this act, every contract, combination, and conspiracy in restraint of trade among the states is illegal. Every person who engages in any such combination violates this law, and a corporation is a person (citing Act). Hence the real question in every case which arises under this law is whether or not the contract, combination or conspiracy challenged is in restraint of trade among the states. It has now been settled by the repeated decisions of the Supreme Court that this question must be tried, not by the intent with which the combination was made, nor by its effect upon traders, producers, or consumers, but by the necessary effect that it has in defeating the purpose of the law. That purpose was to prevent the stifling or substantial restriction of competition, and the test of legality

> of a combination under the act which was inspired by this purpose is its direct and necessary effect upon competition in commerce among the states. If its necessary effect is to stifle or to directly and substantially restrict free competition, it is a contract, combination, or conspiracy in restraint of trade, and it falls under the ban of the law.
>
> "If, on the other hand, it promotes or but incidentally or indirectly restricts competition, while its main purpose and chief effect are to foster the trade and to increase the business of those who make and operate it, then it is not a contract, combination, or conspiracy in restraint of trade within the true interpretation of this act, and it is not subject to its denunciation."

In ***Board of Trade*** v. ***United States,*** 246 U. S. 231, the facts were that the defendant Board had adopted what was known as the "Call" rule. By it members were prohibited from purchasing or offering to purchase, during the period between the close of the Call and the opening of the session on the next business day, any grains "to arrive" at a price other than the closing bid at the Call, which usually was over by two o'clock. Before the adoption of the rule, members fixed their bids throughout the day at such prices as they respectively saw fit. After the adoption of the rule, the bids had to be fixed at the day's closing bid on the Call until the opening of the next session. Suit was brought by the Government under the provisions of the Sherman Act to enjoin the enforcement of the Call rule. The District Court granted the injunction.

The language found in the opinion just preceding that which respondents quote in their brief

(p. 15) goes far toward showing why the Supreme Court reversed the case. It is as follows:

> "The Government proved the existence of the rule and described its application and the change in business practice involved. It made no attempt to show that the rule was designed to or that it had the effect of limiting the amount of grain shipped to Chicago; or of retarding or accelerating shipment; or of raising or depressing prices; or of discriminating against any part of the public; or that it resulted in hardship to anyone. The case was rested upon the bald proposition, that a rule or agreement by which men occupying positions of strength in any branch of trade, fixed prices at which they would buy or sell during an important part of the business day, is an illegal restraint of trade under the Anti-Trust Law."

At pages 240, 241 of the opinion, the Court lists nine separate respects in which the Call rule helped to improve market conditions.

III

Petitioner concedes the correctness of respondents' third proposition, namely, that restraint of trade must be direct, and not incidental or indirect. But the evidence in the Record shows that the restraint of which complaint is made herein is direct, and not merely incidental or indirect. As applied to the facts at bar, respondents' cases—***Hopkins*** v. ***U. S., 171*** U. S. 578, and ***Anderson*** v. ***U. S.,*** 171 U. S. 604—are not in point. The language used by this Court in ***Swift & Co.*** v. ***U. S.,*** 196 U. S. 375, 397 distinguishes these two cases:

> "So again the line is distinct between

this case and ***Hopkins*** v. ***United States,*** 171 U. S. 578. All that was decided there was that the local business of commission merchants was not commerce among the States, even if what the brokers were employed to sell was an object of such commerce. The brokers were not like the defendants before us, themselves the buyers and sellers. They only furnished certain facilities for the sales. Therefore, there again the effects of the combination of brokers upon the commerce was only indirect and not within the act. Whether the case would have been different if the combination had resulted in exorbitant charges, was left open. In ***Anderson*** v. ***United States,*** 171 U. S. 604, the defendants were buyers and sellers at the stock yards, but their agreement was merely not to employ brokers, or to recognize yard-traders, who were not members of their association. Any yard-trader could become a member of the association on complying with the conditions, and there was said to be no feature of monopoly in the case. It was held that the combination did not directly regulate commerce between the States, and, being formed with a different intent, was not within the act."

In the third case cited under this proposition, ***United States*** v. ***American Linseed Oil Co.,*** 262 U. S. 371, the facts are more analogous. The District Court had dismissed the Government's bill praying for an injunction. The Supreme Court, in reversing the case, took the position that the "defendants are associated in a new form of combination and are resorting to methods which are not normal" (p. 389). At page 390 the Court said:

"* * * In the absence of a purpose to

monopolize or the compulsion that results from contract or agreement, the individual certainly may exercise great freedom; but concerted action through combination presents a wholly different problem and is forbidden when the necessary tendency is to destroy the kind of competition to which the public has looked for protection."

IV

As to respondents' proposition IV, that agreements concerning advertising rates are not interstate commerce, the correctness of the point necessarily depends upon the character of the particular agreement and its normal bearing upon interstate commerce.

In its prior brief (page 20), petitioner has distinguished the case of ***Blumenstock Bros.*** v. ***Curtis Publishing Co.,*** 252 U. S. 436, upon which authority respondents base their contention.

V

Respondents' proposition V is: "A combination to sell a product by joint effort of owners at agreed prices is not violative of the Sherman Anti-Trust Act if the members do not control a major part of the product." This point rests upon the two cases of ***Standard Oil Co.*** v. ***U. S.,*** 283 U. S. 163, and ***Appalachian Coals*** v. ***U. S.,*** 288 U. S. 343. Inasmuch as these cases have been analyzed in petitioner's previous brief (pages 28-32), no further reference to them need be made.

Argument

In petitioner's former brief (p. 11), a table of comparative lineage is set out, wherein it is shown that from the years 1928 to 1932, both inclusive, the total lineage carried by respondents, in comparison with the total carried by all farm papers published in the eight states comprising the Midwest Unit, increased from 44.37 per cent to 66.92 per cent.

In respondents' brief (p. 31) the computations carried in this table are criticized as being "fallacious, because they are based upon an utterly untenable premise." Further characterizing them, respondents say: "They are based on the place where the papers are ***published,*** and not on the place where the papers are ***circulated.*** It is clear that competition for advertising is not at all based upon the place of publication,—it is based on the place of the circulation."

This criticism, however, overlooks the intimate relation of the place of publication with that of circulation, and especially as applied to papers of the class involved in this controversy—state farm papers.

In justification of the argument that competition for advertising in state farm papers depends, to a great extent, upon the place of their publication, we point out the comparative domestic and foreign circulation of petitioner's and respondents' several publications (Exhibits 30 and 31; R. 85, 87):

The Indiana Farmer's Guide

Total approximate circulation	161,000
Circulation in Indiana	113,000

The Prairie Farmer

Total approximate circulation	317,000
Approximate circulation in Illinois	184,000
In Indiana (Indiana Edition)	100,000

The Wisconsin Agriculturist and Farmer

Total approximate circulation	184,000
In Wisconsin	170,000

Farmer and Farm Stock and Home

Total approximate circulation	272,000
In Minnesota	143,000
In the Dakotas (Dakota Edition)	96,000

The Nebraska Farmer

Total approximate circulation	124,000
In Nebraska	102,000

Wallace's Farmer and Iowa Homestead

Total approximate circulation	245,000
In Iowa	192,000

It thus will be seen that advertisers seeking coverage in a given state or section would naturally favor the state or sectional papers, in the absence of such unfair and destructive competition as that adopted by the respondents.

The petitioner has set out a further computation (ante, p. 6) showing the total lineage carried by respondents' papers, in comparison with the total lineage carried by all state and general farm papers published within the eight states, covering the years 1928 to 1932, both inclusive, wherein it is shown that

the comparative percentage of respondents' lineage was increased from 56.06 in 1928, to 82.91 per cent in 1932. These showings, we submit, graphically disclose the effects of the concerted activities of which complaint is made. During the period, several competing state farm papers were swept from the territory (Exhibit 41; R. 123). The losses which the petitioner has sustained, as shown by the undisputed evidence, carry the explanation.

In the petitioner's original brief, the respondents' main arguments were anticipated and the principal authorities relied upon were distinguished. Extended reply seemingly would serve no useful purpose. The respondents' defense seems more artful than convincing.

That the effect of the combination complained of and the offer of a full page of advertising matter in each of the seven respondent publications, including the Indiana Edition of The Prairie Farmer, for $297.20 less than the cost of a full page in only six of the publications (excluding the Indiana Edition of The Prairie Farmer) is to destroy the petitioner as a competitor, is borne out fully by the comparative records of the earnings and revenues of the several publications involved, as elsewhere pointed out in our original brief; and the motive, whatever it may be, would not legalize the transaction. But as bearing upon the motive by which the respondents were in fact actuated, Exhibit No. 13 (R. 54, 55), wherein specific reference is made and challenge issued to advertisers to use the Indiana Edition of The Prairie Farmer instead of The Indiana Farmer's Guide, is a strong indication that the design back of the combination was to destroy the petitioner as a competitor.

In conclusion, we again recall that the case is brought to this Court from a judgment resting on an

instructed verdict. The record discloses that there was substantial evidence tending to support each element of the case, both as to unlawful restraint, forbidden by section 1 of the Act; and monopolistic endeavor, condemned by section 2.

We earnestly urge that the judgment of the Courts below should be reversed.

Respectfully submitted,

U. S. LESH,
JAMES E. LESH,
Indianapolis, Ind.
EBEN LESH,
JOSEPH H. LESH,
Huntington, Ind.

Counsel for Petitioner.

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OCT 2

CHARLES E.

IN THE

Supreme Court of the United States

OCTOBER TERM, A. D. 1934.

No. 60

THE INDIANA FARMER'S GUIDE PUBLISHING COMPANY,

Petitioner,

vs.

THE PRAIRIE FARMER PUBLISHING COMPANY, WALLACE PUBLISHING COMPANY, THE WISCONSIN FARMER COMPANY, THE McKELVIE PUBLISHING COMPANY, WEBB PUBLISHING COMPANY, MIDWEST FARM PAPER UNIT, INC.,

Respondents.

ON WRIT OF CERTIORARI TO THE CIRCUIT COURT OF APPEALS FOR THE SEVENTH CIRCUIT.

RESPONDENTS' BRIEF.

Mr. MAXWELL V. BEGHTOL,
Lincoln, Nebraska,
Mr. THOMAS E. MURPHY,
Chicago, Illinois,
Mr. BURKE G. SLAYMAKER,
Indianapolis, Ind.,
Mr. CLARENCE F. MERRELL,
Indianapolis, Ind.,

Counsel for Respondents.

BARNARD & MILLER, Printers, FRAnklin 0562, CHICAGO

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RESPONDENTS' BRIEF

STATEMENT OF THE CASE.

The Indiana Farmer's Guide Publishing Company, the petitioner, will be referred to as the plaintiff, and the six respondents will be referred to as the defendants. Plaintiff brought an action under Section 7 of the Sherman Anti-Trust Act (26 Statutes, p. 210; 15 U. S. C. A., Section 15) claiming that its business had been injured by a conspiracy

in restraint of interstate commerce and a monopoly of interstate commerce in violation of Sections 1 and 2 of the act (15 U. S. C. A., Sections 1 and 2). The particular complaint of the plaintiff is to the effect that the defendants, except Midwest Farm Paper Unit, all being publishers of newspapers circulating mainly to farmers, sold advertising in their respective papers to those who desired to buy it at a combination rate; that is to say, the defendants made a cheaper rate to an advertiser who would place his advertisement in all of the papers published by the defendants than the rate would be if their advertising would be placed in only one journal published by the defendants. It is claimed that this joint advertising rate was a restraint of interstate commerce and a monopoly of interstate commerce and operated to the injury of the business of the plaintiff in violation of the Sherman Anti-Trust Act.

At the trial it was shown that from 1928 to 1932 inclusive there were circulated in the United States approximately three hundred different weekly magazines subscribed for principally by agricultural interests, 282 of which were circulated in the State of Indiana. (Exhibit 29, R. 83; Exhibit 32, R. 93; Exhibit 35, R. 103; Exhibit 30, R. 85; Exhibit 31, R. 87; Exhibit 38; R. 128.) The circulation of each of these publications, together with the states in which they are circulated, is shown in Exhibits 29 to 40, inclusive. (R. 83-119.) The figures do not include country weeklies nor country dailies nor city dailies nor all the farm papers, but only the farm papers which are members of the Audit Bureau of Circulation, an organization of publishers which testifies to the truthfulness of the circulation statements, checks the statements made by the publishers and verifies their truth. (R. 121.) There are other publications than those listed in the exhibits on which accurate figures are not available. (R. 121.) The total number of

all papers circulated in Indiana as shown on the exhibits is 669,989. There are 181,575 farms in Indiana as shown by the United States census for 1930, and thus the exhibits show that there are published and circulated in Indiana three farm papers to every farm. (R. 121.) In the publishing business national farm papers are papers which have a circulation in every state in the union, such as Capper's Farmer, published in Kansas; the Country Gentleman, published in Philadelphia; the Country Home, published in Ohio; the Farmer's Wife, published in St. Paul; the Farm Journal, published in Philadelphia, and the Successful Farmer, published in Des Moines. (R. 121, 122.) These national papers have a circulation in Indiana of 365,274 which means there are two national papers to each farm in Indiana. (R. 122.) The circulation of the newspapers published by the plaintiff in 1928, per week, was approximately 160,000. In 1929, 1930 and 1931 it was the same. In 1932 it was 165,000. (R. 56.) The volume of advertising is called in the trade "lineage." Lineage is the measure of the publisher when he is selling advertising. (R. 126.) The number of lines carried by all of the farm journals' members of the Audit Bureau of Circulation for the years 1928 to 1932, inclusive, is shown by Exhibit 41 (R. 123, 124) and that exhibit also shows the percentage of the total advertising for those years carried by the defendants. The exhibit shows that in 1928 the defendants carried 14.96 per cent of all of the advertising; in 1929, 15.61 per cent; in 1930, 17.79 per cent; in 1931, 18.15 per cent, and in 1932, 17.52 per cent appearing in all farm journals in the United States that were members of the Audit Bureau of Circulation. (R. 126.) It shows that the entire industry in the period from 1928 to 1932 decreased in volume of business from 20,000,000 lines to 8,000,000 lines. (R. 126.) The exhibit shows that from 1928 to 1932 the

plaintiff lost 71 per cent of its business, the defendant Nebraska Farmer lost 70 per cent, the Prairie Farmer lost 66 per cent, Wallace's Farmer and the Iowa Homestead lost 59 per cent, and the Wisconsin Agriculturalist lost 57 per cent. The field of advertising is very highly competitive. The channels through which advertising is carried to farms is by national farm papers, other farm papers, radio, direct mail, daily and weekly newspapers, bill boards, general magazines, vocational papers, farm organization papers and country newspapers. (R. 129.) The keenest competitors of the publishers of papers like those of the plaintiff and the defendants are the national farm papers, because they have a large circulation and an economy of production and are able to offer lower advertising rates on the basis of the volume of circulation. (R. 129.) Local farm papers found it increasingly difficult to meet the competition of the national farm papers because of the low rates made by the nationals and because of the necessity of maintaining a large enough advertising force to solicit the accounts, and these conditions got worse as time went on. (R. 130.) To meet the competition of the national papers an organization composed of local papers called Standard Farm Papers was made in 1908, which organization commenced to make combinations or joint rates, which made it possible for the local papers in combination to offer to advertisers not as low a rate as the nationals were able to make, but to come somewhere near it in a relatively better competitive position. (R. 130.) Advertising agencies who handle most of the advertising have a preference for papers of large circulation. It is easier for them to place an advertisement in one paper of one or two million circulation than it is to duplicate the electrotypes and furnish the same ad for a dozen small papers. (R. 130.)

The Midwest Unit (one of the defendants) was the name

of a group of standard farm papers. (R. 131.) The functions of the Midwest Unit are to solicit advertising and to accept one contract for all its members. Rates are quoted for publication in all those newspapers and a wholesale rate is given, if the advertiser buys space in all the papers. (R. 131.) The members of this group have nothing to do with fixing the rates of any of the member papers nor do they have any control over the business of any of the other members. The management of each paper fixes the rates of its individual paper. (R. 132.) The rates are constantly changing due to competition, change in circulation and addition and subtraction of papers. When advertisements are sold in a combination rate the discounts are given, because it is more economical to handle by elimination of solicitors and agency offices. (R. 133.)

The record in this case shows the following to be undisputed facts with reference, for example, to the year 1931:

I.

The circulation of the defendants in Indiana was (Only the Prairie Farmer circulated in Indiana.) (Record, 85.)	100,176
The circulation of all farm papers in Indiana was (Record, 85.)	669,989
The defendants' percentage of such total farm circulation in Indiana in 1931 was.....	14.95%

II.

The lineage of the defendants in Indiana was... (Record, 124.)	271,963
The lineage of all farm papers circulating in Indiana was ..... (Record, 124.)	6,148,399
The defendants' percentage of such total lineage in Indiana in 1931 was	4.42%

III.

The defendants' circulation in the whole of the United States was ..... (Record, 85, 87.)	1,444,407
The circulation of all farm papers in the whole of the United States was ..... (Record, 85.)	22,117,570
The defendants' percentage of such total was, in 1931	5.17%

IV.

The lineage of the defendants in the whole United States was ..... (Record, 123, 124.)	2,049,315
The lineage of all farm papers in the whole of the United States was ..... (Record, 123, 124.)	12,094,879
The defendants' percentage of such total was, in 1931	16.94%

V.

Defendants' circulation in the eight states of Indiana, Illinois, Wisconsin, Minnesota, North Dakota, South Dakota, Iowa and Nebraska was (Record, 85, 87.)	1,084,336
The circulation of all other farm papers in such States was ..... (Record, 85, 87.)	6,037,932
The defendants' percentage of such total circulation in 1931 was	15.22%

VI.

The defendants' lineage in the eight states of Indiana, Illinois, Wisconsin, Minnesota, North Dakota, South Dakota, Iowa and Nebraska was (Record, 87, 124.)	2,049,315
The lineage of all other farm papers circulating in such states was ..... (Record, 87, 124.)	8,757,325
The defendants' per centage of the total of such lineage in 1931 was	18.96%

VII.

The total circulation of defendants' papers in the eight states of Indiana, Illinois, Wisconsin, Minnesota, North Dakota, South Dakota, Iowa and Nebraska was ..... (Record, 85, 87.)	1,084,336

The circulation of six national farm papers (Capper's Farmer, Country Gentleman, Country Home, Farmer's Wife, Farm Journal and Successful Farmer) in the same states was.. 3,441,941
(Record, 85, 87.)

The circulation of such national farm papers in said states in 1931 was 3.17 times that of the combined circulation of these defendants.

As to Statement I foregoing:

The circulation of defendants in Indiana is arrived at by adding the numbers in column "Ind." (Exhibits 30 and 31, R. 85, 87) opposite the names of defendants.

The circulation of all farm papers in Indiana is arrived at by adding all of the figures in said column "Ind." in said exhibits.

As to Statement II foregoing:

The lineage of defendants in Indiana is arrived at by ascertaining from Exhibit 30, R. 85, that none of defendants' papers except the Indiana edition of the Prairie Farmer circulated in Indiana. Reference to Exhibit 41, R. 123, 124, shows the lineage of Prairie Farmer, Indiana Edition.

The lineage of all farm papers in Indiana is arrived at by ascertaining from Exhibit 30, R. 85, what papers circulated in Indiana, and by reference to Exhibit 41, R. 123, 124, total such lineage.

As to Statement III, foregoing:

The defendants' circulation in the United States is arrived at by totaling the figures opposite the names of the

defendants in the column "Net paid average," in Exhibit 30, R. 85. The circulation of all farm papers in the United States is arrived at by totaling all the numbers in said column of said exhibit.

As to Statement IV, foregoing:

The Exhibit 41, R. 123, 124, shows the lineage of each defendant separately. We have added these separate lineages to arrive at the lineages of these defendants; and the exhibit shows the total lineage of all farm publishers there set forth.

As to Statement V, foregoing:

Defendants' circulation in these eight states is arrived at by totaling the numbers in the column under such states in Exhibits 30 and 31, R. 85, 87. The circulation of all other farm papers in such states is arrived at by the same method.

As to Statement VI, foregoing:

The defendants' lineage in said eight states is the total of their lineage as shown by Exhibit 41, R. 123, 124. The lineage of all other farm papers in such states is arrived at by ascertaining from Exhibits 30 and 31, R. 85, 87, what papers circulated in such states and then by reference to Exhibit 41, R. 123, 124, totaling the lineage of such papers.

As to Statement VII, foregoing:

The figures in this statement are arrived at by computations by addition based on Exhibits 30 and 31, R. 85, 87.

The percentages set forth in all said foregoing statements are arrived at by divisions made by us from the figures above set forth, arrived at in the manner above stated.

The unit or measure of advertising is the line. Now the evidence in this record is that if advertising is bought separately from each of the defendants the cost per line in all defendants' papers is $7.25. If the same line is bought at wholesale through the Midwest Unit, in all papers, the cost is $7 per line. The saving is, therefore, 25 cents per line, which is a saving of 3.448 per cent on the line basis by the use of the defendants' joint rate.

If a full page is bought in each paper, of course, a larger discount is given by the defendants because of the quantity advertising. (Rec., 133.) On the basis of a full page in each of defendants' papers, the evidence shows that a full page advertisement in all the papers published by the defendants is $5,531.20, if bought separately, and that the cost of the same matter purchased through the agency of the Midwest Farm Paper Unit is $4,870. (Rec., 52; Ex. 12.) The differential, then, in favor of the wholesale rate through the Midwest Farm Paper Unit is but 11.94 per cent on a full page basis. The evidence shows further that less than 25 per cent of the advertising lineage of the defendants comes to them through the Midwest Unit.

There is no word of evidence that any advertiser using the plaintiff's paper has discontinued advertising with plaintiff and come to us because of the joint rate the defendants quote.

PROPOSITIONS AND AUTHORITIES.

I.

To justify recovery under the treble damage section of the Sherman Anti-Trust Act injury must result from something forbidden or made unlawful by Section 1 or 2 of the act.

Virtue v. *Creamery Package Company,* 227 U. S. 8, 24.

II.

The primary purpose of the act is to foster competition.

Whitwell v. *Continental Tobacco Company,* 125 Federal 454-461 (8th circuit).

Board of Trade v. *U. S.,* 246 U. S. 231, 238.

III.

Restraint of trade must be direct and not incidental or indirect.

Hopkins v. *U. S.,* 171 U. S. 578, 592.

Anderson v. *U. S.,* 171 U. S. 604, 615.

U. S. v. *American Linseed Oil Company,* 262 U. S. 371, 388.

IV.

Agreements concerning advertising rates are not interstate commerce.

Blumenstock Bros. v. *Curtis Pub. Co.,* 252 U. S. 436, 438.

V.

A combination to sell a product by joint effort of owners at agreed prices is not violative of the Sherman Anti-Trust Act if the members do not control a major part of the product.

Standard Oil Co. v. *U. S.*, 283 U. S. 163, 175.
Appalachian Coals v. *U. S.*, 288 U. S. 343.

ARGUMENT.

The District Court did not err in directing a verdict.

For an action to be sustained under the Sherman Act there must be shown some violation of Section 1 or 2. As stated in *Virtue* v. *Creamery Package Co.*, 227 U. S. 8, 24:

> "To justify recovery, therefore, injury must result from something forbidden or made unlawful by the act, and what is forbidden or made unlawful is expressed in Sections 1 and 2."

The burden is upon the plaintiff to show: *First,* that the acts charged in the petition constituted (as to Count I) a conspiracy, the necessary effect of which would be to restrain interstate commerce and (as to Count III) a combination or conspiracy, the necessary effect of which would be to monopolize the business of advertising in farm papers; and, *Second,* that the members of the claimed conspiracy have such control over the business described in the complaint that their conduct could materially restrain or monopolize interstate commerce.

The Sherman Act has been so often and definitely construed that corollaries are well settled to the effect that the primary purpose of the act is to foster competition and that the restraint of trade condemned by the statute must be direct and not merely incidental. Further it is the rule that securing advertising contracts is not interstate commerce. And it is finally decided that there can be no monopoly of an industry or of any trade by those whose combined ownership of the product or the means of producing it is not a major part of the whole.

The primary purpose of the Anti-Trust Law is to foster competition in interstate and foreign commerce.

The above principle seems obvious from an examination of the statute. Section 1 of the Act makes it unlawful to make a contract or enter into a combination or conspiracy to restrain interstate or foreign commerce. Section 2 of the Act makes it unlawful to monopolize or attempt to monopolize interest or foreign commerce and thereby prevent competition. It would seem logically to follow that acts and contracts which simply constitute or contemplate competition are not affected by the Act.

The late Judge Sanborn in the case of *Whitwell* v. *Continental Tobacco Co.*, 125 Fed. 454, stated the principle at page 461 as follows:

> "It is contended, however, that this selection by the defendants of customers who refrained from selling the goods of their competitors violated Section 2 of of the Anti-Trust Act, because it was an 'attempt to monopolize part of the trade or comerce among the several states.' It is admitted that the practice of the defendants was not only an attempt, but a successful attempt, to monopolize a part of this comerce. But is every attempt to monopolize any part of interstate commerce made unlawful and punishable by Section 2 of the act * * *? If so, no interstate commerce has ever been lawfully conducted since that act became a law, because every sale and every transportation of an article which is the subject of interstate commerce is a successful attempt to monopolize that part of this commerce which concerns that sale or transportation. An attempt by each competitor to monopolize a part of interstate commerce is the very root of all competition therein. Eradicate it, and competition necessarily ceases—dies. Every person engaged in interstate commerce necessarily attempts to draw to himself, and to exclude others from, a part of the trade; and if he may not do this, he may not compete with his rivals, all other persons and corporations must cease to secure

for themselves any part of the commerce among the states, and some single corporation or person must be permitted to receive and control it all in one huge monopoly. The purpose of the act of July 2, 1890, was, however, to prevent the stifling of competition, not to destroy it or to foster monopoly, and any construction of any of its provisions which would give it such an effect is unreasonable and inconsistent with the object and spirit of the law. It is an interpretation which fosters the mischief it was passed to remedy, and destroys the remedy provided to abate the evil, while a sound construction would tend to abate the mischief and to promote the remedy. It cannot, therefore, be the true meaning of the second section of this law that every attempt to monopolize any part of interstate commerce is illegal."

The Supreme Court of the United States in *Board of Trade* v. *United States,* 246 U. S. 231, 238, said:

"But the legality of an agreement or regulation cannot be determined by so simple a test as whether it restrains competition. Every agreement concerning trade, every regulation of trade, restrains. To bind, to restrain, is of their very essence. The true test of legality is whether the restraint imposed is such as merely regulates and perhaps thereby promotes competition, or whether it is such as may suppress or even destroy competition. To determine that question the court must ordinarily consider the facts peculiar to the business to which the restraint is applied; its condition before and after the restraint is imposed; the nature of the restraint, and its effect, actual or probable. The history of the restraint, the evil believed to exist, the reason for adopting the particular remedy, the purpose or end sought to be attained, are all relevant facts."

The restraint of trade condemned by the statute must be direct and not merely indirect or incidental.

In *Hopkins* v. *United States,* 171 U. S. 578, at page 592, it is said:

> "The contract condemned by the statute is one whose direct and immediate effect is a restraint upon that kind of trade or commerce which is interstate. Charges for such facilities as we have already mentioned are not a restraint upon that trade, although the total cost of marketing a subject thereof may be thereby increased. * * *
>
> "To treat as condemned by the act all agreements, under which, as a result, the cost of conducting an interstate commercial business may be increased would enlarge the application of the act far beyond the fair meaning of the language used. There must be some direct and immediate effect upon interstate commerce in order to come within the act. The state may levy a tax upon the earnings of a commission merchant which were realized out of the sales of property belonging to non-residents, and such a tax is not one upon interstate commerce because it affects it only incidentally and remotely, although certainly."

Again in *Anderson* v. *United States,* 171 U. S. 604, at page 615, it is said:

> "It has already been stated in the *Hopkins case,* above mentioned, that in order to come within the provisions of the statute the direct effect of an agreement or combination must be in restraint of that trade or commerce which is among the several states, or with foreign nations. Where the subject-matter of the agreement does not directly relate to and act upon and embrace interstate commerce, and where the undisputed facts clearly show that the purpose of the agreement was not to regulate, obstruct or restrain that commerce, but that it was entered into with the object of properly and fairly regulating the transaction of the business in which the parties to the agreement were engaged, such agreement will be upheld as not within the statute,

where it can be seen that the character and terms of the agreement are well calculated to attain the purpose for which it was formed, and where the effect of its formation and enforcement upon interstate trade or commerce is in any event but indirect and incidental, and not its purpose or object."

In the case of *United States* v. *American Linseed Oil Co.*, 262 U. S. 371, 388, the court said:

"The Sherman Act was intended to secure equality of opportunity to protect the public against evils commonly incident to monopolies and those abnormal contracts and combinations which tend directly to suppress the conflict for advantage called 'competition,'—the play of the contending forces ordinarily engendered by an honest desire for gain. 'The statute did not forbid or restrain the power to make normal and usual contracts to further trade by resorting to all normal methods, whether by agreement or otherwise, to accomplish such purpose. * * * The words 'restraint of trade' should be given a meaning which would not destroy the individual right to contract, and render difficult, if not impossible, any movement of trade in the channels of interstate commerce—the free movement of which it was the purpose of the statute to protect.' *United States* v. *American Tobacco Co.*, 221 U. S. 106."

Whether or not the joining of the defendants in selling their advertising at a cheaper rate, if many papers are used, than the rate would be if but one were employed is a violation of the Sherman Act depends upon two things: *First*, whether or not the business of securing advertising contracts is interstate commerce; and, *Second*, whether or not, if such contracts are interstate commerce, the act of making such contracts jointly affects the public interest by unduly restricting competition or unduly obstructing the course of trade or by tending to create a monopoly in favor of those joining. We submit that both of these pur-

poses must be resolved unfavorably to the contentions of the plaintiff.

An agreement concerning advertising rates or the making of advertising contracts is not interstate commerce.

This principle was expressly decided by the Supreme Court of the United States in *Blumenstock Bros* v. *Curtis Pub. Co.*, 252 U. S. 436, 438. This was an action brought under the treble damage section of the Sherman Act in the Northern District of Illinois. The facts are stated by the court as follows:

> "So far as it is necessary for our purpose the cause of action of the plaintiff may be said to rest upon the allegations: That the plaintiff is engaged at Chicago in conducting an advertising agency. That when customers or principals desire to place advertisements in the magazines and periodicals of the trade they make plaintiff their agent, and plaintiff contracts with the defendant and other publishers and distributors of magazines; that plaintiff had many customers for whom it placed advertisements in the periodicals published and distributed by the defendant and in other periodicals of other publishers, all of which were distributed throughout the United States and the several States thereof; that the defendant was the owner and publisher of three periodicals sold and distributed throughout the United States known as 'The Saturday Evening Post,' 'The Ladies Home Journal,' and 'The Country Gentleman'; that the business of the defendant in publishing, selling and distributing said periodicals was interstate commerce. The character of each of the several publications is described, and a large circulation is attributed to each of them; and it is stated that in publishing and distributing said periodicals defendant held itself out as desirous of taking, receiving, printing, publishing and distributing throughout the United States its publications and advertisements to persons, firms and corporations concerning their business and occupation; that in the course of the

business the defendant dealt with the plaintiff and other advertising agencies; that the defendant in the regular course of its business dealt with not only advertisers, but with advertising agencies such as the plaintiff, and it is alleged that such dealings were transactions of interstate commerce, and that the business of editing, publishing and distributing throughout the United States the advertising matter contained in said publications, pursuant to contracts made with its customers and advertising agencies, was interstate commerce; that such commerce is dependent for its operation and growth upon advertising facilities offered by magazines and periodicals such as those of the defendant, and that such publications constitute the chief method of presenting to the buying public the articles held out for sale; that the advertising facilities were necessary to dealers, merchants, and manufacturers in order to bring their products to the notice and attention of purchasers; that the defendant's periodicals, particularly 'The Saturday Evening Post,' have an important position among such publications, and are largely read throughout the United States; that 'The Saturday Evening Post' is the most necessary of such advertising mediums to the customers of the plaintiff; that the defendant's periodicals, together with certain other magazines, periodicals and publications owned by persons other than the defendant, had, to a certain extent, exclusive control of a certain field of advertising; that the magazines and other publications which control and do all the advertising business of the field in question are few in number; that for the advertising of goods and merchandise offered for sale in commerce there were no adequate facilities except those offered by the defendant and other publishers of similar magazines; that the defendant was desirous of using its preponderant position in this special field of advertising as a means of acquiring for itself and its publications, especially for 'The Saturday Evening Post,' a monopoly of the publication and distribution of advertising matter in this restricted field of advertising throughout the United tSates in violation of the Anti-Trust Act; that the defendant refused without any reasonable cause to accept proper and ordinary advertising matter or copy

offered in the usual way to the defendant by the plaintiff and other advertising agencies unless the plaintiff, and other advertising agencies, would agree to allow the defendant to increase its preponderance in said advertising field by permitting it to control and limit and reduce, at the will of the defendant, the amount of advertising given by the plaintiff and other advertising agencies to the owners and publishers of other magazines, journals, periodicals and other publications aforesaid, which were competing with the defendant in the field of advertising mentioned and described; that by reason of the illegal and wrongful acts, done by the defendant in pursuance of its attempt and scheme to create a monopoly for its own benefit in, and to monopolize the advertising business, plaintiff lost the business of its customers for whom it had been acting as agent in placing of advertisments with defendant's and other publications, and was prevented from making further contracts for the placing of advertising matter in publications of the defendant, and in consequence thereof, in any other publication of a like or similar character, to the damage of the plaintiff in the sum of $25,000.

"The declaration contains an alleged cause of action at common law, but as neither the plaintiff nor the defendant reside in the district in which the suit was brought, it is conceded that such cause of action could not be maintained in that court against the defendant's objection. Section 51, Judicial Code.

"The Sherman Anti-Trust Act (Section 7) created a cause of action in favor of any person to recover by suit in any District Court of the United States, in the district in which the defendant resides or is found, threefold damages for injury to his business or property by reason of anything forbidden and declared unlawful in the act. In order to maintain a suit under this act the complaint must state a substantial case arising thereunder. The action is wholly statutory, and can only be brought in a District Court of the United States, and it is essential to the jurisdiction of the court in such cases that a substantial cause of action within the statute be set up.

* * * * *

"The Anti-Trust Act, it is hardly necessary to say, derives its authority from the power of Congress to regulate commerce among the States. It declares unlawful combinations, conspiracies, and contracts and attempts to monopolize which concern such trade or commerce. It follows that if the dealings with the defendant, which form the subject-matter of complaint, were not transactions of interstate commerce, the declaration states no case within the terms of the act.

"Commerce, as defined in the often quoted definition of Chief Justice Marshall, in *Gibbons* v. *Ogden,* 9 Wheat. 1, 189, is not traffic alone, it is intercourse, 'It described the commercial intercourse between nations, and parts of nations, in all its branches, and is regulated by prescribing rules for carrying on that intercourse.'

"In the present case, treating the allegations of the complaint as true, the subject-matter dealt with was the making of contracts for the insertion of advertising matter in certain periodicals belonging to the defendant. It may be conceded that the circulation and distribution of such publications throughout the country would amount to interstate commerce, but the circulation of these periodicals did not depend upon or have any direct relation to the advertising contracts which the plaintiff offered and the defendant refused to receive except upon the terms stated in the declaration. The advertising contracts did not involve any movement of goods or merchandise in interstate commerce, or any transmission of intelligence in such commerce.

"This case is wholly unlike *International Textbook Co.* v. *Pigg,* 217 U. S. 91, wherein there was a continuous interstate traffic in textbooks and apparatus for a course of study pursued by means of correspondence, and the movements in interstate commerce were held to bring the subject-matter within the domain of federal control, and to exempt it from the burden imposed by state legislation. This case is more nearly analogous to such cases as *Ficklen* v. *Shelby County Taxing District,* 145 U. S. 1, wherein this court held that a broker engaged in negotiating sales between residents of Tennessee and non-resident merchants of goods situated in another State, was not engaged in interstate com-

merce; and within that line of cases in which we have held that policies of insurance are not articles of commerce, and that the making of such contracts is a mere incident of commercial intercourse. *Paul* v. *Virginia,* 8 Wall. 168; *Hooper* v. *California,* 155 U. S. 648; *New York Life Ins. Co.* v. *Deer Lodge County,* 231 U. S. 495. We held in *Hopkins* v. *United States,* 171 U. S. 579, that the buying and selling of livestock in the stockyards of a city by members of the stock exchange was not interstate commerce, although most of the livestock was sent from other States. In *Williams* v. *Fears,* 179 U. S. 270, we held that labor agents engaged within the State of Georgia in hiring persons to be employed outside the State were not engaged in interstate commerce. In *Ware & Leland* v. *Mobile County,* 209 U. S. 405, we held that brokers taking orders and transmitting them to other States for the purchase and sale of grain or cotton upon speculation were not engaged in interstate commerce; that such contracts for sale or purchase did not necessarily result in any movement of commodities in interstate traffic, and the contracts were not, therefore, the subjects of interstate commerce. In the recent case of *United States Fidelity & Guaranty Co.* v. *Kentucky,* 231 U. S. 394, we held that a tax upon a corporation engaged in the business of inquiring into and reporting upon the credit and standing of persons in the State, was not unconstitutional as a burden upon interstate commerce as applied to a non-resident engaged in selecting and distributing a list of guaranteed attorneys in the United States, and have a representative in the State. The contention in that case, which this court denied, was that the service rendered through the representatives in Kentucky, and other representatives of the same kind acting as agents of merchants engaged in interstate commerce, to furnish them with information through the mails, or by telegraph, or telephone, as a result of which merchandise might be transported in interstate commerce, or withheld from such transportation, according to the character of the information reported, was so connected with interstate commerce as to preclude the State of Kentucky from imposing a privilege tax upon such business.

"Applying the principles of these cases, it is abund-

> antly established that there is no ground for claiming that the transactions which are the basis of the present suit, concerning advertising in journals to be subsequently distributed in interstate commerce, are contracts which directly affect such commerce. Their incidental relation thereto cannot lay the groundwork for such contentions as are undertaken to be here maintained under Section 7 of the Sherman Anti-Trust Act. The court was right in dismissing the suit."

The application of this case to the case at bar is so pertinent that discussion is unnecessary. It is true that both the plaintiff and the defendants are engaged in interstate commerce in the circulation of their papers, but the plaintiff makes no complaint about the circulation of its paper. The evidence showed that its circulation was greater at the time of the trial than it had ever been before. The subject matter of its complaint was, as in the above case, the making of contracts by the defendants for the insertion of advertising matter in their papers. These contracts did not involve any movement of goods or merchandise in interstate commerce. The trial court did not err in holding that there can be no restraint or monopoly of interstate commerce when the subject matter of the complaint does not relate to interstate commerce at all.

Assuming that contracts for advertising are subject matters of interstate commerce plaintiff must still show such control by the defendants of the business of advertising as gives them monopolistic control of the entire field involved.

This principle is settled by *Standard Oil* v. *United States,* 283 U. S. 163. In that case the government prosecuted the Standard Oil Company of Indiana for a violation of the

Sherman Act. In the course of the opinion the court said (p. 175):

> "No monopoly, or restriction of competition, in the business of licensing patented cracking processes resulted from the execution of these agreements. Up to 1920 all cracking plants in the United States were either owned by the Indiana Company alone, or were operated under licenses from it. In 1924 and 1925, after the cross-licensing arrangements were in effect, the four primary defendants owned or licensed, in the aggregate, only 55% of the total cracking capacity, and the remainder was distributed among twenty-one independently owned cracking processes. This development and commercial expansion of competing processes is clear evidence that the contracts did not concentrate in the hands of the four primary defendants the licensing of patented processes for the production of cracked gasoline. Moreover, the record does not show that after the execution of the agreements there was a decrease of competition among them in licensing other refiners to use their respective processes.
>
> "No monopoly, or restriction of competition, in the production of either ordinary or cracked gasoline has been proved. The output of cracked gasoline in the years in question was about 26% of the total gasoline production. Ordinary or straight run gasoline is indistinguishable from cracked gasoline and the two are either mixed or sold interchangeably. Under these circumstances the primary defendants could not effectively control the supply or fix the price of cracked gasoline by virtue of their alleged monopoly of the cracking processes, unless they could control, through some means, the remainder of the total gasoline production from all sources. Proof of such control is lacking. Evidence of the total gasoline production, by all methods, of each of the primary defendants and their licensees is either missing or unsatisfactory in character. The record does not accurately show even the total amount of cracked gasoline produced, or the production of each of the licensees, or competing refiners. Widely variant estimates of such production figures have been submitted. These were not accepted by the

master and there is no evidence which would justify our doing so.

"No monopoly, or restriction or competition, in the sale of gasoline has been proved. On the basis of testimony relating to the marketing of both cracked and ordinary gasoline, the master found that the defendants were in active competition among themselves and with other refiners; that both kinds of gasoline were refined and sold in large quantities by other companies; and that the primary defendants and their licensees neither individually nor collectively controlled the market price or supply of any gasoline moving in interstate commerce. There is ample evidence to support these findings.

"Thus it appears that no monopoly of any kind, or restraint of interstate commerce, has been effected either by means of the contracts or in some other way. In the absence of proof that the primary defendants had such control of the entire industry as would make effective the alleged combination of a part, it is difficult to see how they could by agreeing upon royalty rates control either the price or the supply of gasoline, or otherwise restrain competition."

Appalachian Coals v. *United States,* 288 U. S. 343, is very closely in point. The United States attacked as unlawful a combination by owners of 74 per cent of the output of coal mines in a certain territory. The challenged combination was through a corporation of which the defendant mine owners owned all of the capital stock and with which they contracted to sell all of their coal through the corporation which fixed the price, established standard classifications and had other duties. The case holds that inasmuch as the defendants had no monopolistic control of the market and had no power to fix prices because of the vast amount of competition which existed, (even conceding the combination of the defendants), it was impossible for them to fix prices, and hence the court denied an injunction to the government.

The ultimate inquiry in this case in the District Court was whether or not, under the admitted facts the defendants, by contracting with advertisers for a joint rate, unduly restrained or monopolized interstate commerce. Passing by the question which has already been discussed and as we think conclusively decided, whether the field of advertising can be regarded as an industry like the manufacture of something or the production of crops, the first thing to be decided is what the business of advertising is, in order to decide whether or not it is possible to monopolize it. The business or industry, if it can be called such, of contracting with merchants to call attention to their wares by advertisements, is almost unlimited in its scope, comprising daily and weekly newspapers of all descriptions, bill board and other permanent sign advertisements, hand bills, radio and many other methods of attracting the attention of the public to a particular thing. It is almost impossible to segregate as a separate industry or field of commercial endeavor, advertising to farmers as distinguished from advertising to other people. Obviously the person who desires to sell merchandise to the extent that he offers it for sale to the public, is not concerned with the occupation of the man who buys it. However, if we arbitrarily say, without any foundation, that there is an industry consisting of advertising particularly to farmers and that that industry does involve interstate commerce and that we will eliminate the many methods of advertising to farmers and limit the industry to advertising in agricultural publications, it must then be decided whether or not A, engaged in that business, can in the endeavor to enlarge his business and meet competition, gain a monopoly of the entire field or so restrain commerce in it as to be obnoxious to free competition. This problem is not difficult in ordinary fields of commercial transactions, if the business is tangible. That is to say, if it is to be decided

whether A, B, and C can monopolize the market in corn, it is comparatively simple to ascertain how much corn there is in existence, how much A, B and C have and then deduce what effect their conduct will have on other owners of corn. Assuming that there are X bushels of corn in a given territory and A, B, and C own 9/10 X, it is obvious that they might restrain trade in the commodity. It is equally obvious that if A, B, and C own but 1/10 X, they cannot. Therefore, the inquiry in this case must follow the same plan. It must exhibit (and certainly the burden would be on the plaintiff to make the exhibition) how much of the commodity, *i. e.*, advertising lineage, is sold in a territory under consideration and how much of that commodity is controlled by the defendants in order that the facts be then examined with a view to ascertaining whether the defendants have such control of the commodity called advertising in this particular field that they would or could unduly restrain interstate commerce; or, stated in another way, whether the success of the undertaking would materially affect the trade in the particular commodity.

The plaintiff in its brief has complained that both the District Court and the Circuit Court of Appeals took as the criterion in ascertaining the extent of this industry, the circulation and lineage of farm papers circulating throughout the United States, and upon that claim he bases an argument that his claimed injury is not concerned with the whole of the United States, but only with the State of Indiana where his newspaper is published. This argument might be persuasive if it were true. But the fact is, and the record sustains the position taken by the defendants, that neither the District Court nor the Circuit Court of Appeals based the decision on such narrow foundation.

The court will understand that in order to ascertain the

extent of the so-called industry, it is necessary to know two things: first, the circulation of papers engaged in this farm advertising business; and second, the advertising lineage which these papers carry. There is no particular relationship between the two except that as circulation grows, lineage might also grow, but to know the extent of the commodity dealt in, there must be disclosed first how many people are reached by the paper itself, and second, how many advertisers take advantage of this method of reaching people. Therefore, the extent of the business depends upon the circulation and the advertising lineage.

In this case Exhibits 29 to 40 inclusive (Rec., 83 to 119), give entire data concerning the circulation of papers regarded by those engaged in that business as general agricultural papers which reach particularly the farm market. If the court will examine Exhibit 29 (Rec., 83), it will be seen that the exhibit contains a list of all such papers. Indiana has ten such papers. Exhibit 30 (Rec., 85) is a compilation of the papers circulated by these publications showing at a glance by tabulation where the circulation is. If the court will examine Exhibit 30, it will be seen that the American Agriculturist, for example, is a paper with a circulation of approximately 163,000, and has no circulation whatsoever in Indiana, whereas the American Fruit Grower, the next paper listed, which has a total circulation of 254,000, has a circulation of approximately 10,000 in Indiana. By an examination of this exhibit, No. 30, (which is for the year 1931), it may be ascertained with exactness just what the circulation in Indiana of any such paper was in 1931. The same information as to any other state of the United States may be ascertained from this exhibit. Similar exhibits were introduced, admitted by the parties to be authentic (Rec., 82), showing the circulation for the several years involved in this suit. From these exhibits it was deduced by witnesses, and can be shown by mathe-

matical computation to be true, that the circulation of such newspapers in Indiana in 1931 was 669,989.

These exhibits and this deduction by mathematics solve the first part of the problem of ascertaining the extent of this industry. The second part of the problem is to ascertain how much advertising lineage these papers carried. This computation from sources stipulated to be correct by the parties is found as Exhibit No. 41, which shows the total advertising lineage carried by all of the agricultural papers in the United States for the years 1928 to 1932, inclusive.

Attached to this exhibit is a computation which shows the percentage in these years the advertising lineage of the defendant newspapers bore to the industry in the whole United States. This exhibit discloses such a small percentage as to reduce any claim of monopoly to an absurdity, but the plaintiff contends that the percentage, while accurate enough for the whole United States, is not fair to him because it should embrace only Indiana. He presented in his brief no computation as to what percentage of this industry as it is carried on in Indiana, the defendants control. The computations which we have heretofore made in this brief from the exhibits result in a much smaller percentage than the plaintiff claims, and destroy the attempt of the plaintiff to claim that the defendants could by any possibility monopolize this industry.

Computations heretofore made (Brief, p. 11, Computation II) show that the defendants controlled but 5 per cent of the lineage in Indiana and (Computation I, Brief, p. 11) but 14.95 per cent of the circulation in Indiana.

The matter then for decision is this: Five newspapermen combine to furnish advertising in all their papers at a less aggregate rate than the same advertising would cost in all of them if taken separately. All of the news-

papers of these defendants have but 15 per cent of the lineage in the whole field, and but 5 per cent of the lineage in the State of Indiana. The remainder of the field is in free competition with each other and with the combination. Can such combination restrain commerce or monopolize it in any way?

The plaintiff, in attempting to outline a field in which it is to claim that the business of advertising to farmers has been restrained, has taken several positions. It is claimed that the proper confines of the territory under consideration should be Illinois, Michigan, Ohio and Kentucky (Complaint, Rec., 3); and that it should be "Indiana and adjoining states" (Complaint, Rec., 6) and that it should be Indiana, Illinois, Wisconsin, Iowa, Nebraska, Minnesota, North and South Dakota (Complaint, Rec., 7) and papers published (as opposed to circulated) in the foregoing eight states (Brief, p. 11) and only state farm papers. (Brief, p. 33.) As a matter of fact, it is not material which of these several criteria is employed. The record still shows that the defendants cannot, by force of physical facts, influence, restrain or monopolize commerce, because their combined and aggregate control of the industry, on any basis, is so small as to be powerless.

If the State of Indiana be taken as a basis, the defendants have but 14 per cent of the circulation. There remains 86 per cent in free competition. The defendants have but 4 per cent of the lineage. There remain 96 per cent in free competition.

If the whole United States be taken as a basis, the defendants have but 5 per cent of the circulation, leaving 95 per cent in free competition. Of the lineage, the defendants have 18 per cent, with the remaining 82 per cent uncombined and unrestrained.

If the eight states so often mentioned by plaintiff be

used for comparison, there is 85 per cent of the entire circulation free and unrestrained and 78 per cent of the lineage likewise untrammeled.

This joint rate was not made to stifle competition; it was made to meet the forceful competition of the national papers which in 1931 circulated more than three times as many papers in Indiana as did all of the defendants put together. (Rec., 122.)

The plaintiff has in its brief (pp. 10-11) presented computations purporting to show that in the eight states mentioned the defendants control from 44 to 66 per cent of the lineage. These computations are fallacious, because they are based upon an utterly untenable premise. They are based on the place where the papers are *published* and not on the place where the papers are *circulated.* It is clear that competition for advertising is not at all based on the place of publication,—it is based on the place of the circulation, the people reached—who count with the advertiser.

The combination rate is not novel in the industry. It has existed, as the record shows, since 1908. (Rec., 130.) Nor is such practice unusual in any line of trade, as witness the articles which sell at six for twenty-five cents or three for one dollar which, bought singly, would cost much more. The plaintiff itself adopts this universal method of salesmanship and merchandising when it sells its paper by single copies for 5 cents each, or $2.60 for 52, but sells 52 copies to one person for 60 cents (Rec., 89, column marked "Subscription price" opposite Indiana Farmers Guide), a reduction, to induce volume, of 76 per cent.

If, as held in *Standard Oil* v. *United States,* 283 U. S. 163, the owners of 55 per cent of the gasoline in the United States could not by combination obtain a monopoly in violation of the Sherman Act, and if, as held in *Appalachian*

Coals v. *United States*, 288 U. S. 343, the owners of 74 per cent of the coal mined in a certain territory could not obtain a monopoly in violation of the Sherman Act, then how can it be held that 5 out of approximately 300 newspapers can obtain a monopoly of advertising, and how can it be held that newspapers which do only approximately 15 per cent of the advertising in the farm journal field can obtain a monopoly? The theory of a damage suit under Section 15 of the act is that conspirators combine to crush a competitor so that, the object being effected, the conspirators will then be able to obtain a monopoly to the injury of the public. It is an impossibility for such a result to occur as shown by the record in this case. Assuming that the combination rate was for the purpose of a competitive defeat of the plaintiff (of which there is no proof whatever), the combination, if successful, would still have the competition of 85 per cent of the entire industry. It might just as well be said that the owners of 15 per cent of all of the wheat in the United States can fix the price of wheat. It is impossible for any man or group of men to obtain a monopoly of trade by the ownership of 15 per cent of the commodity. It is, therefore, submitted, on the authority of the cases cited, that the court was correct in directing a verdict for the defendants, and the affirmance by the Court of Appeals was correct.

The court did not err in overruling the plaintiff's objection to Exhibits 29, 30 and 31.

The parties to the action stipulated as follows (Rec., 16):

> "Either of the parties to said action may read in evidence before the court and jury, subject to the objection of any party that the facts offered to be so read are not material to the issues, any compilation

or data prepared by Standard Rate and Data Service, as found in any of its compilations, covering matters claimed to be pertinent to the issues in controversy."

It only remains then to ascertain whether or not these exhibits are material. They are pages taken from a book entitled, "Standard Rate and Data Service, November, 1931." (Rec., 81.) It is a standard authority containing a tabulation of all farm and agricultural papers published in the United States, including the papers published by the parties to this action. Exhibits 30 and 31 are tabulations showing the distribution of the circulation of the publications by states. (Rec., 81.) An examination of the exhibit will show that it contains the plaintiff's publication and all of the publications of the defendants, and that it shows the total circulation of each of these papers and in what states the publications are circulated and the exact amount of the circulation in each state. Without such information, consideration of the issues involved would be impossible. The question to be decided was whether or not the defendants, by offering to advertisers a combination rate, had monopolized the field of advertising or restrained interstate commerce. Without some evidence as to what that field is, how extensive it is, where it is and what it consists of, there could be no decision of the question. Plaintiff seemed to think such information was material when it made its case, because it proved the extent of the circulation of the plaintiff's publication, and further it alleged in its complaint where the magazines published by the various parties involved were distributed. It is true that plaintiff makes no complaint in the case that its circulation was impaired, but the evidence as to the number of magazines printed and where they are sold is extremely important to enable the court to ascertain the dimensions of the field it is claimed to be restricted to by the challenged combination rate.

The court did not err in overruling the objection to a question asked the witness Gregory complained of by the plaintiff.

The assignment of error in relation to this proposition which is urged in plaintiff's brief on page 36 is found in the record at page 141. The discussion and the assignment seemed to rest upon the assumption that the witness was asked to testify about his motives. It is ordinarily permissible to question a witness about his motive when he is charged with the formation of an unlawful conspiracy or the doing of an unlawful act. However, that question does not seem to directly arise, because the question objected to did not call for the defendants' motive, nor did the answer attempt to give a motive. The record is as follows (Rec., 130):

> "Q. Now, what was the effect, in past years, as to this competition of the national farm papers with the local farm papers, such as you were running?
>
> "This question was objected to on the ground that it was too remote and not proper evidence, but admitted over the plaintiff's objection and exception, on the theory that it bore upon the question of motive and whether a conspiracy had been entered into.
>
> "A. Local farm papers found it increasingly difficult to meet this national competition successfully, both because of the difficulty in making a low enough rate to compete and the difficulty of maintaining a large enough advertising force to do an adequate job of soliciting the accounts, and that condition got worse as time went on."

It will be observed that this question called for a fact, that is, what was the effect as to the competition of the national papers with local papers in past years. The objection was "that it was too remote and not proper evidence." It seems trivial to claim that there could have

been error in overruling this objection. In every case involving the Sherman Anti-Trust Act the courts have found it necessary to ascertain the state of some particular industry at the time the events took place. In this case it was material and competent for this witness to explain what kind of competition existed in the field under scrutiny in the case. *Board of Trade* v. *United States,* 246 U. S. 231, 238.

The court did not err in receiving Exhibit 41.

The parties stipulated (Rec., 16) as follows:

> "Either of the parties may read in evidence before the court and jury, subject to the objection of any party that the facts offered to be so read are not material to the issues, any compilation or data as prepared by the Advertising Record Company, and certified by it as based upon records kept by it in its regular course of business, covering matters claimed to be pertinent to the issues in controversy."

Exhibit 41 is found in the record at pages 123, 124. The certificate attached to the exhibit is found on page 125. The exhibit lists the farm papers which had been theretofore identified by Exhibits 29 to 40 inclusive, and gives a tabulation showing the total advertising by lines in these farm papers from 1928 to 1932, the purpose being to show how much of the advertising field was occupied by the defendants, how much by the plaintiff, and how much by other papers (whose circulation by states and the members had theretofore been established by the exhibits referred to) with the view to arriving at an accurate idea whether or not the defendants would or could obtain a monopoly. It was competent because of the stipulation. It was material because it goes to the very issue which was being tried. The only objection the plaintiff seems to find to the exhibit (Rec., 32) is,

"it includes the so-called National farm papers which are not in any essential sense competitors of any of the publications involved in this litigation."

This statement is not accurate and is shown to be inaccurate by the testimony of many witnesses that the very reason for the situation which existed was the direct competition of the national papers with papers like the defendants' and plaintiff's. (Rec., 121, 129, 130.)

The court did not err in refusing to permit the testimony of the witness Boggs.

Defendants produced as a part of their case Exhibit 41. (Rec., 123, 124, 125.) As has been explained this gave the total lineage of all farm papers for the years 1928 to 1932, inclusive, so that from the figures there can be deduced, and a witness did make the deduction, the amount of decrease in the lineage of all farm papers over the period mentioned. On rebuttal a witness was produced by the plaintiff who said he had computed the loss of the plaintiff, but that his computation was based on fiscal years commencing and ending in March of each year and that his computation did not include all the advertising in the plaintiff's publication but merely part of it, to-wit, the display advertising was included and the classified advertising omitted. The record on this question is at page 138. It is, therefore, obvious that this testimony cannot in any way rebut defendants' testimony simply because it is based on a different premise. It was offered as rebutting defendants' case, and it could not be rebuttal because clearly it did not refer to the same thing. The exclusion of the testimony did not in any way prejudice the plaintiff, since it only went in any event to the question of damages and not to the propositions which were essential for it to establish to recover.

Conclusion.

The plaintiff failed to establish that the defendants had violated the provisions of the Anti-Trust Act.

This action is purely statutory and is predicated upon Sections 1, 2 and 15 of the Anti-Trust Act, as found in Title 15, USCA.

From an examination of the foregoing sections, it is obvious that the plaintiff cannot recover damages merely because it may be injured by reason of the competition of the defendants. In addition to showing such damages, it is an essential part of its case that the course of conduct complained of constituted a violation of one or both of Sections 1 and 2 of the Act. This is true because Section 15, which creates the statutory cause of action, limits its right of recovery to damages incident to conduct which constituted a violation of Sections 1 and/or 2.

In other words, before the plaintiff is entitled to recovery, it must establish a state of facts from which the jury may find that the defendants have entered into a combination or a conspiracy prohibited in Sections 1 or 2—have so conducted themselves that they might be convicted of a violation of this criminal statute.

It is respectfully submitted that the proof in this case shows that the combination rate was given not to stifle competition but to increase and foster competition, that the subject-matter of the complaint does not involve interstate commerce and further that the combination rate is not in any way violative of the Sherman Anti-Trust Act, since it cannot possibly result in any restraint or monopoly of a major portion of the advertising field.

We submit the case should be affirmed.

Respectfully submitted,

Maxwell V. Beghtol,
Thomas E. Murphy,
Burke G. Slaymaker,
Clarence F. Merrell,
Attorneys for Respondents.

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IN THE

Supreme Court of the United States

OCTOBER TERM, A. D. 1934.

No. 60

THE INDIANA FARMER'S GUIDE PUBLISHING COMPANY,

Petitioner,

vs.

THE PRAIRIE FARMER PUBLISHING COMPANY, WALLACE PUBLISHING COMPANY, THE WISCONSIN FARMER COMPANY, THE McKELVIE PUBLISHING COMPANY, WEBB PUBLISHING COMPANY, MIDWEST FARM PAPER UNIT, INC.,

Respondents.

ON WRIT OF CERTIORARI TO THE CIRCUIT COURT OF APPEALS FOR THE SEVENTH CIRCUIT.

RESPONDENTS' PETITION FOR REHEARING

To the Honorable the Chief Justice and the Justices of the Supreme Court of the United States:

Come now the respondents in the above cause, by their attorneys, and move this Honorable Court for a rehearing of the above cause, for the reasons and upon the grounds following:

1. The judgment of the District Court of the United States for the Southern District of Indiana, Indianapolis Division, and the judgment of the Circuit Court of Appeals for the Seventh Circuit, affirming the judgment of said District Court, are right.

2. The record in this cause shows, beyond doubt, that the judgment of the District Court is right and should be affirmed. Such judgment can be affirmed without prejudice to the petitioner, notwithstanding such judgment may have been given by the District Court and affirmed by the Court of Appeals upon untenable grounds, because (1) the verdict was directed only after the petitioner had put in all its evidence and rested its case, (2) the bill of exceptions contains all the evidence, and (3) such evidence would sustain no other verdict.

3. The record shows that the respondents have not the power to control the price or the means of advertising in farm journals—(a) in the States or in the State in which petitioner's paper circulates, (b) in the States or in any State in which respondents' papers circulate, or (c) in any other part, great or small, of the United States.

4. There is no evidence to show that anything herein done by the respondents or any of them constitutes any restraint or monopoly of, or any attempt to restrain or monopolize, the trade or commerce, or any part of the trade or commerce here involved, by any combination or conspiracy of the respondents or otherwise.

5. There is no evidence to show that the business which the petitioner has lost was caused by anything done by the respondents or any of them; that is to say, the evidence fails to show that petitioner was damaged by the respondents by the use of their combination rate.

In support of its said petition respondents would respectfully show the court:

Respondents do not contend, and have not contended in the courts below, that petitioner is required to show, to make a case under Sections 1 and 2 of the Sherman Act, that respondents must have restrained or monopolized or have attempted to monopolize the business of advertising in farm journals throughout the United States.

We have, indeed, shown the extent of the farm publications in the whole of the United States, every one of which is a possible means of advertising to farmers in each and all of the States in which petitioner's and respondents' papers circulate.

But we have also shown the extent of the circulation of farm papers (1) in the precise territory in which petitioner's paper circulates, and (2) in the precise territory in which respondents' papers circulate; and these facts affirmatively show that respondents have not stifled competition and that they do not control the supply or the price of advertising in farm journals in any State or group of States or in any place at all.

The facts in the record show that respondents have no power or plan to fix prices or to control the advertising media in farm journals in any territory, great or small, of the United States.

The Combination Alleged and Complained of.

The contract and combination here involved consists of this and only this, namely, that those of the respondents who are publishers have agreed among themselves that they will sell advertising space in their journals to any advertiser, who will purchase the like advertising space in all the journals of all of the publishers, through the agency of the respondent Midwest Farm Paper Unit, Inc., at a joint rate which will be less than the rate if the like advertising

space be purchased separately from each publisher. This joint rate is given only when the advertisement to be published is to be published in every journal published by all the respondents.

There are only two rates quoted by the publisher respondents:

(1) The rate each publisher for itself quotes and charges for space in its own journal, independently of whether such advertiser advertises with all or any other of the respondents.

(2) The joint rate which all publishers together, through the Midwest Farm Paper Unit, Inc., quote as a joint rate for an advertisement to appear simultaneously in all the journals of all the publishing respondents. (R. 131.)

The only rate complained of by petitioner in this case is the joint rate of respondents.

The rate which each publisher charges for its advertising space when it obtains advertising for itself alone is wholly determined by such publisher exclusively for himself. (R. 131-132.)

The joint rate for advertising space in all the journals of all the respondent publishers is the composite of the individual rates which each respondent publisher has determined for himself it should receive for space in its paper. (R. 137.)

In no case does any respondent have any voice in determining what any other publishing respondent shall have for its advertising space, whether sold by the individual publisher on an individual basis or whether sold through the agency of the Midwest Unit on the basis of a joint rate. (R. 131-132.)

The Midwest Unit contracts only for space in all, and not for space in fewer than all, the journals of all the publishing respondents. (R. 131.)

The Midwest Farm Paper Unit, Inc., is an agency through which the publishing respondents obtain contracts for advertising to appear in all, and not in fewer than all, of the journals of all the respondent publishers. (R. 131.)

To illustrate by the record the difference between such individual, separate rates and such joint rate of respondents:

(1) If one line of space is bought separately from each publisher, the cost of such one line to appear in every journal of all the publishing respondents is $7.25. (R. 133.)

(2) If one line of space in every journal of all the publisher respondents is purchased by a single contract through the agency of the Midwest Unit, the cost on the composite or joint rate basis is $7.00. (R. 133.)

(3) If a page of space is bought separately from each publisher, the cost of such page of advertising to appear in every journal of all the publishing respondents is $5,531.20.

(4) If one page of space in every journal of all the publisher respondents is purchased by a single contract through the agency of the Midwest Unit, the cost at the composite or joint rate is $4,870.00. (R. 23.)

The joint rate, on a line basis, is then 3.448% less than the individual rate on a line basis.

The joint rate, on a page basis, is then 11.94% less than the individual rate on a page basis.

Less than 25% of the advertising business of the publishing respondents is obtained on the basis of the joint or composite rate. (R. 132.)

Respondents Do Not Control the Price or Media of Advertising in Any Territory, Great or Small.

Taking Indiana alone, the record shows the following facts:

I.

The circulation of the respondents, in the year 1931, for example, was	100,176
(Only the Prairie Farmer circulates in Indiana. R. 85.)	
The circulation of all farm papers in Indiana in 1931 was (R. 85.)	669,989
The respondents' percentage of such total is, therefore	14.95%

II.

The advertising lineage of the respondents in Indiana in 1931 was (R. 124.)	271,963
The advertising lineage of all farm papers in Indiana in 1931 was (R. 124.)	6,148,399
The respondents' percentage of such total advertising lineage was, therefore	4.42%

The evidence shows that the petitioner's total circulation in the year 1931 was 162,678, distributed as follows:

In Indiana	113,487	
In Illinois	12,701	
In Ohio	28,921	
In Michigan	7,324	
In Kentucky	245	
In Miscellaneous and Foreign Territory	615	163,293

(R. 85.)

The circulation of all farm papers in 1931 in the same States foregoing was as follows:

In Kentucky	427,129	
In Ohio	1,000,460	
In Indiana	883,901	
In Illinois	2,249,222	
In Michigan	797,642	4,358,354

(Note: Computed by addition of items on pp. 85 and 86 of Record.)

The circulation of the national farm papers alone, (consisting of Capper's Farmer, Country Gentleman, Country Home, Farmer's Wife, Successful Farming and Farm Journal) in the States in which petitioner's papers circulated in 1931 was as follows:

In Kentucky	78,808	
In Ohio	590,943	
In Indiana	335,361	
In Illinois	492,426	
In Michigan	352,245	1,849,783

(R. 85, 87.)

The total circulation of all the respondents in 1931 in the same five States is as follows:

In Kentucky	None	
In Ohio	2,111	
In Indiana	100,176	
In Illinois	192,659	
In Michigan	3,088	298,034

(R. 85.)

Bringing these tabulations together, then, we find that *in petitioner's territory,* consisting of Indiana, Illinois, Ken-

tucky, Michigan and Ohio, the circulations of these respective farm publications are as follows:

Petitioner's Circulation	162,678
Respondents' Circulation	298,034
National Farm Journals' Circulation	1,849,783
All Farm Papers' Circulation	4,358,354

These figures thus show that limiting our inquiry to the territory in which petitioner's paper circulates,

1. *The National Farm Journals* have a circulation 6.2 times respondents' circulation.

2. *All farm journals* have a circulation 13.6 times respondents' circulation.

The record shows that there were *published* in 1930, in the States in which petitioner's paper circulates, farm papers classified as general agricultural papers, fruit, dairy, livestock, bee, poultry, etc., in the numbers following:

In Indiana	10
In Illinois	33
In Michigan	9
In Ohio	8
In Kentucky	2

(R. 103, Ex. 35.)

The record shows that in addition to the States of Indiana, Illinois and Michigan, respondents' papers together circulate in the following States, and that in these states there were *published* in 1930 agricultural papers, fruit, dairy, livestock, bee, poultry, etc., in the following numbers:

In Wisconsin	10
In Minnesota	8
In North Dakota	2
In South Dakota	3
In Colorado	3
In Montana	4
In Nebraska	4
In Iowa	16
In Kansas	9
In Wyoming	2

(R. 103, Ex. 35.)

We have mentioned the National Farm Papers. By National Farm Papers we refer to farm papers which circulate in all the States, including those in which petitioner's and respondents' papers circulate. These include such papers as Capper's Farmer, Country Gentleman, Country Home, Farmer's Wife, Farm Journal and Successful Farmer. (R. 122.)

From the record we set forth in condensed, tabulated form statements further showing the relation in 1931 of respondents' business to the farm publishing business in the eight States in which respondents' papers primarily circulate, which tabulations are as follows:

I.

Respondents' *circulation* in the eight states of Indiana, Illinois, Wisconsin, Minnesota, North Dakota, South Dakota, Iowa and Nebraska was (R. 85, 87.)	1,084,336
The *circulation* of all other farm papers in such States was (R. 85, 87.)	6,037,932
The respondents' percentage of such total *circulation* in 1931 was	15.22%

II.

The respondents' advertising *lineage* in the eight States of Indiana, Illinois, Wisconsin, Minnesota, North Dakota, South Dakota, Iowa and Nebraska was (R. 87, 124.)	2,049,315
The *lineage* advertising of all other farm papers circulating in such States was (R. 87, 124.)	8,757,325
The respondents' percentage of the total of such *lineage* in 1931 was	18.96%

III.

The total *circulation* of respondents' papers in the eight states of Indiana, Illinois, Wisconsin, Minnesota, North Dakota, South Dakota, Iowa and Nebraska was..... (R. 85, 87.)	1,084,336
The *circulation* of six national farm papers (Capper's Farmer, Country Gentleman, Country Home, Farmer's Wife, Farm Journal and Successful Farmer) in the same States was.. (R. 85, 87.)	3,441,941

The circulation of such national farm papers alone in said states in 1931 was, therefore, 3.17 times that of the combined circulation of these respondents.

And when it is considered that the record *does not show* the circulation of such farm journals as are not members of the Audit Bureau of Circulation, it will be seen that our percentage of the circulation of all farm journals circulating in petitioner's territory *is much smaller* than what appears from the figures shown by the record here.

The record shows that the field of advertising is very highly competitive. (R. 129.)

The record shows, and of course it is judicially known, that advertising is carried to farms and farmers by radio, direct mail, daily and weekly newspapers, billboards, general magazines, vocational papers, farm organization papers and country newspapers, as well as by State farm papers like respondents' and petitioner's and by the great national farm papers. (R. 129.)

Such evidence shows clearly that respondents have no power to control the price of farm advertising; that they have no power to control the supply of farm advertising media; that they have not stifled competition; that they

cannot in any wise affect the price or means of advertising to farmers in and by farm papers, to the detriment of the public.

The existing amount of other farm journals now carrying advertising to farmers in the States in which respondents' and petitioner's papers circulate is so great as to destroy any possibility that these respondents have the power to restrain or monopolize the trade here involved.

Beyond the actual present competition in this field of advertising lies a potential competition from other means of advertising to farmers in this territory. (R. 129.)

The actual competition already existing and the potential competition that would be available if prices or the supply of advertising media were undertaken harmfully to be controlled or manipulated by respondents completely disestablish the existence of any case here against these respondents.

Such evidence as is in this record makes no case of restraint or monopoly.

Even if there were any evidence to show an attempt or intent on the part of these respondents to monopolize the trade or commerce here involved (there being, however, no such evidence) the undisputed affirmative evidence in this record shows that any such purpose or intent would be utterly futile.

We submit that if a combination has not the power to fix the prices or to control the supply of advertising in farm journals in the territory or any part of said territory in which they sell their product, and if such combination is, and will continue to be, subject to active, effective competition in the very business in which they are engaged and in the very territory in which they sell their product, there is no violation of the Sections 1 and 2 of the Sherman Act.

It is impossible logically to conclude, from the evidence in this record, that these respondents have the power to fix the price or to control the supply of advertising media like theirs in the territory or in any part of the territory in which they are now engaged.

It is impossible to conclude that respondents, under the evidence in this record, are not, and will not be, subject to active, effective competition.

It is undeniably true that if these respondents should raise the prices of their advertising unduly, such a flood of advertising is potential and available as would make any thought of a monopoly the most foolish of idle dreams, to say nothing about the present active, effective and powerful competition with which these respondents now are, and always have been, immediately and constantly contending.

The Evidence Shows no Plan or Purpose of Respondents to Restrain or Monopolize.

Respondents have but organized to obtain so much advertising as they may from large advertisers who are interested in advertising in the area served by respondents collectively, for the purpose of meeting the sharp competition of the great national farm papers, whose economy of publishing and whose economy and facility of soliciting business necessarily put respondents at a tremendous disadvantage.

The several journals of the respondents constitute a means for advertising to farmers, and, therefore, afford the opportunity to wholesale advertising space.

The combination rate that is given for advertising on the

wholesale basis is given because of the economies effected (1) by the elimination of solicitors of advertising and (2) by the elimination of agency offices. (R. 133.)

The keenest combination encountered by publishers of journals like these here involved is the competition of the national farm papers, because the national farm papers have a large circulation and economical production and are able to offer a lower advertising rate on the basis of circulation. (R. 130.)

The State farm papers have found it increasingly difficult to meet the competition of the national farm papers, because of the low advertising rates made by the national farm papers and because of the necessity of the state farm papers maintaining a sufficiently large selling force to solicit advertising, and as time went on the conditions grew worse for the state farm journals. (R. 130.)

To meet the competition of the national farm journals, an organization of state farm journals was effected in 1908, to quote a joint rate for advertising space, which joint rate is not so low as the rate for advertising charged by the national farm papers, but the purpose of the organization was to come as near as it may to the rate charged by the national papers, so as to come somewhere near the nationals in a relatively better competitive position. (R. 130.)

Advertising agencies, who handle most of the advertising, have a preference for papers of large circulation. This is so because it is easier for them to place one advertisement in one paper of a million or two millions of circulation than it is to duplicate the electrotypes and furnish the same advertisement to a dozen small papers. (R. 130.)

The purpose of respondents, as shown by the record, in endeavoring to sell some part of their advertising at a joint rate was to improve their competitive position with

the great national farm papers. We submit that the consequent improvement of the competitive position of a group of producers is a lawful aim and is entirely consonant with the public interest, where the group must still meet effective competition in a fair market and neither seeks nor is able to effect a domination of prices.

When it is recalled that the evidence in this record shows that the circulation of the six great national farm papers in the eight States in which respondents' papers principally circulate is more than six times respondents' combined circulation in such states, and when further it is recalled that the advertising lineage of such national farm papers circulated in the states in which respondents' papers principally circulate is more than five times the lineage carried by respondents' papers, may it be said that these respondents offend against the Sherman Act when they thus agree on a joint rate to meet, to some extent, such potent competition?

And when it is further recalled that the advertising rate of these national farm papers is still smaller than the combination rate of respondents, and that these farm papers have been doing business on this unit plan of advertising for the past 25 years (R. 130, 137) without complaint from anyone, is there anything left of the claim of petitioner that our purpose and intent are unlawful? We think not.

We submit that the evidence in this record disproves the petitioner's claim that our purpose in adopting our combination rate was an unlawful one; disproves the claim that our purpose in making our combination rate was intended to injure the petitioner; disproves the claim that we had any purpose to destroy competition or to monopolize the business here involved.

The Evidence Does Not Show That Petitioner Was Damaged by Respondents by the Use of the Combination Rate.

The record shows petitioner sustained a loss of advertising lineage from 1928 to 1932. But the record shows the respondent publishers also, during the same period, likewise sustained a loss of advertising, as also did all other publishers of farm papers during that period.

The losses of advertising lineage by farm publishers from 1928 to 1932 are shown by the record as follows:

(1) The entire farm publishing industry suffered a decline in advertising lineage from 20,000,000 lines to 8,000,000. This was a national decline of 60% during the period from 1928 to 1932.

(2) During this period the percentage of the decline of petitioner's advertising was 71%.

(3) During the same period the decline in the advertising lineage of respondents was as follows:

Nebraska Farmer	70%
Prairie Farmer	66%
Wallace Farmer	59%
Wisconsin Agriculturist	57%
Farmer & Farm	57%

(R. 123 and 126.)

The record shows that respondents, from 1928 to 1932, did these things which naturally have some relation to their circulation and to their advertising volume by having increased their advertising lineage when 1932 arrived, namely:

(1) The Farmer and Farm Stock and Home, published by respondent Webb Publishing Co., began in 1931, the

publication of its Dakota-Montana edition (the equivalent of an additional journal), whose advertising lineage was:

In 1931 .....158,334 lines
In 1932 .....181,938 lines
(R. 123.)

(2) The Prairie Farmer in 1931 brought out its Indiana Edition, whose advertising lineage was:

In 1931 .....271,963 lines
In 1932 .....165,352 lines
(R. 124.)

(3) In 1930, all the respondents contracted for use, in their advertising, of the Ralston Color insert. The petitioner did not use the Ralston Color insert and could not and did not run advertising otherwise than in black and white. The use of this Color insert enabled the respondents to carry advertising matter in from two to four colors, instead of black and white merely, and on a high grade of paper, thus offering to advertisers a distinctive quality of service which the petitioner was not able to offer to the advertising public during any part of the period under inquiry here. (R. 133.)

Advertisers that had advertised with petitioner before 1930, came to respondents to use this Ralston Color insert advertising which was sold at a premium of from 25 to 50 per cent above the Mid-West Unit Combination rate (R. 133) and used it in quite large amounts, including:

Hood Rubber Products Co.,
Quaker Oats Co.,
R. C. Victor Co.,
Reynolds Tobacco Co.,
Remington Arms Co.,
General Electric Co.

The amount of the advertising lineage of this nature, from the foregoing advertisers alone, was 16,016 lines in 1930. But even with these means, by which circulation and adver-

tising lineage (R. 134) were increased by respondents, their average advertising lineage loss was substantially 62% during this period. (R. 123, 126.)

What the petitioner calls his loss and what he seeks to recover for, as shown by the evidence, consists of two classes of advertising accounts. The very names of these advertisers and the lineage they carried in respondents' papers are shown by the exhibits in the record. (Ex. 15, R. 61; Ex. 17, R. 64; Ex. 19, R. 70.)

The two classes of advertising referred to are these:

(1) Advertising which was carried at some time in the years from 1928 to 1932 in both petitioner's and respondents' papers, but which advertising was later discontinued with petitioner but continued with respondents.

(2) Advertising of advertisers who did not use petitioner's paper for advertising at any time from 1928 to 1932, but did use respondents' papers during that period or some part of it.

There is not a word of evidence in this record from any source as to why any advertiser continued to advertise with respondents and refrained from continuing to advertise at the same time with petitioner, or why, not ever having advertised with petitioner, he determined to advertise with respondents.

Exhibit 7 (R. 26) shows the names (1) of those who advertised with respondents and petitioner and (2) of those who advertised with respondents and not with petitioner in the year 1928.

Exhibit 8 (R. 32) shows the same facts with reference to the year 1929.

Exhibit 9 (R. 38) shows the same facts with reference to the year 1930.

Exhibit 10 (R. 44) shows the like facts with reference to the year 1931.

Exhibit 11 (R. 48) shows the like facts with reference to the year 1932.

Petitioner's Exhibit 15 (R. 61), Exhibit 17 (R. 64), and Exhibit 19 (R. 70) are the detailed statements of the names of advertisers for the loss of whose business petitioner seeks to recover in this case and the amount of the advertising lineage they carried with us during any or all of the years from 1928 to 1932.

An examination of the said Exhibits 15, 17 and 19 in connection with said Exhibits 7, 8, 9, 10 and 11, shows the petitioner's alleged loss to be as follows:

Petitioner's Exhibit 15 shows that three advertisers who had advertised with petitioner in 1928 did not advertise with petitioner in 1929 but did use our papers on the unit basis. But the record (Ex. 7, R. 27, 28, 29) shows that all of these three advertisers used our unit publications in 1928, so that the result of this evidence is merely that these advertisers in 1929 used one paper where before they had used two papers.

This same Exhibit 15 shows, with reference to the year 1930, that eleven advertisers used our papers but did not in 1930 use petitioner's paper; but the record (Exhibits 7 and 8) shows that every one of these advertisers had previously used our papers and merely continued to do so and in 1930 merely used one paper where before they had used two papers.

Petitioner's Exhibit 15 shows that in 1931, six advertisers used our papers who did not use petitioner's paper; but the record shows that all these advertisers had been using our publications on the unit basis, and continued to do so, and in 1931 merely used one paper where before they had used two papers.

Again Petitioner's Exhibit 15 shows that 12 advertisers

advertised with us in 1932 but did not in 1932 advertise with petitioner; but the Exhibit shows that all of these advertised with us and with petitioner previously, but advertised only with respondents in 1932.

The record shows that these same advertisers had, prior to each of these several years, used both our papers *and* petitioner's paper, and that in the years when such advertisers did not use petitioner's paper they continued their advertising with our papers. That is, petitioner's own showing is that all advertisers referred to in said Exhibit 15 who had been using our papers *and* petitioner's paper discontinued advertising with petitioner and continued advertising with us. There is no evidence that any advertiser in the years, or in any of the years 1929, 1930, 1931 and 1932, who had previously advertised only with the petitioner and not with respondents, left petitioner and came to us.

Therefore, the only facts established by the petitioner's Exhibit 15 (R. 61-62), are:

(1) That our advertisers therein named continued with us, whereas some of petitioner's advertisers discontinued advertising with petitioner.

(2) That these advertisers in these years decided to use only one publication instead of two publications to cover the same field.

(3) There is not a word of evidence to show *why* these advertisers elected to *remain* with us and *not to remain* with petitioner.

Exhibit 7 (R. 56), Ex. 8 (R. 62), Ex. 9 (R. 38) and Ex. 10 (R. 44) show the advertisers who advertised with us in the years respectively 1928, 1929, 1930 and 1931, from which it is shown by petitioner's own evidence that every one of the advertisers mentioned in Petitioner's Exhibit 15

were advertisers of ours when and before they discontinued advertising with petitioner.

Petitioner's Exhibit 17 (R. 64) sets forth the names of 46 advertisers who advertised with us in 1928, but who did not advertise with petitioner in the years, or in either of the years 1928, 1929, 1930, 1931 and 1932.

Again Petitioner's Exhibit 17 (R. 66) shows that 20 advertisers used our papers in 1930, who did not use petitioner's paper in either 1928, 1929, 1930, 1931 or 1932. But the record shows that 9 of these advertisers were old customers of ours and that 11 of them were new customers of ours and there is no evidence that any of the 11 new customers of ours had ever been customers of petitioner.

Exhibit 17 (R. 67) shows that eight advertisers advertised with us in 1931 but did not advertise in 1928, 1929, 1930, 1931 or 1932 with petitioner. The record shows, however, that four of these were old customers of ours. It is not shown that the remaining four, who were new customers of ours, had ever been customers of petitioner.

Finally Exhibit 17 (R. 67) shows that in 1932, eight (8) advertisers advertised with us who did not advertise with petitioner in 1928, 1929, 1930, 1931 or 1932. But the record shows that three (3) of these were old customers of ours. None of the five (5) remaining, who were new customers of ours, are shown ever to have been customers of the petitioner.

Said Exhibit 17 proves nothing in petitioner's favor, because:

(1) It shows that certain old advertisers of respondents continued to advertise with respondents.

(2) It fails to show that any advertisers, who became new customers of ours in 1929, 1930, 1931 or 1932, had ever at any time been customers of petitioner.

(3) It fails to show that those who were our advertisers in 1928 had not been customers of ours prior to 1928, and

fails to show that any customer of ours in 1928 had, prior to 1928, been a customer of petitioner.

(4) It fails to show that any advertiser who, in any year from 1928 to 1932 did advertise with us and who did not advertise in any such year with petitioner had previously, at any time, advertised only with petitioner and not with respondents.

Exhibit 19 (R. 73) names 34 advertisers who advertised with respondents in 1930 who did not advertise with petitioner in that year. The record shows that, of this number, 29 were old customers of respondents and fails to show that the 5 remaining advertisers, who were new customers of respondents, had ever been customers of petitioner.

Exhibit 19 (R. 74) names 14 advertisers who advertised with us in 1931, but who did not advertise in 1931 with petitioner. Of this number, the records shows that 12 were old customers of ours and fails to show that the remaining 2, who were new customers of ours, had ever, at any time, been customers of the petitioner.

There is not a word of evidence in this record to show that any advertiser named in Exhibit 19 foregoing had, at any time, advertised with petitioner and not with us; so that not an advertiser named in said Exhibit 19 in any year from 1928 to 1932 is shown to have been a customer lost by petitioner *and* taken by us.

Thus the record shows only, (1) that respondents held certain of their old customers, (2) that respondents obtained new customers, (3) that where petitioner lost an advertiser such advertiser was already a customer of ours and merely *continued* as our customer; and (4) that when a new customer came to us he did not come to us *from* the petitioner. How can it be said that, by such evidence, it is shown that such old business and such new business would have gone to petitioner but for our combination rate?

There Is No Basis for the Comparison of Respondents' Combination Rate With Petitioner's Rate; and no Causal Connection Between Respondent's Combination Rate and the Business Petitioner Lost or Did Not Obtain.

We submit that what the respondents offered for sale by their papers at their combination rate was wholly different from what petitioner offered for sale by its paper at its individual rate. What we offered for sale at our combination rate was advertising in papers circulating in the areas and in the quantities following:

Respondents' Combination Rate

Prairie Farmer	Illinois,	167,167	
	Indiana,	90,720	
	Wisconsin,	22,910	
	Missouri,	1,920	
	Misc. & Foreign,	5,866	288,583
Wallace's Farmer and Iowa Homestead	Iowa,	198,726	
	Nebraska,	12,008	
	Indiana,	9,923	
	Minnesota,	6,187	
	South Dakota,	5,420	
	Misc. & Foreign,	5,602	237,866
Wisconsin Agriculturist and Farmer	Wisconsin,	167,018	
	Illinois,	5,999	
	Minnesota,	2,315	
	Michigan,	1,363	
	Misc. & Foreign,	1,981	178,676
Nebraska Farmer	Nebraska,	101,773	
	South Dakota,	2,658	
	Kansas,	2,782	
	Iowa,	2,917	
	Missouri,	557	
	Wyoming,	2,181	
	Colorado,	10,223	
	Misc. & Foreign,	1,317	124,708
Farmer & Farm Stock & Home	Minnesota,	156,280	
	Iowa,	6,401	
	North Dakota,	44,553	
	South Dakota,	52,824	
	Montana,	4,438	
	Misc. & Foreign,	4,607	269,103

(Exhibits 39 and 40, R. 115, 117.)

What petitioner offered for sale by the use of its paper was a paper circulating in the following quantities in the areas following:

Indiana Farmer's Guide	Indiana,	110,072	
	Illinois,	13,606	
	Ohio,	29,978	
	Michigan,	8,059	
	Kentucky,	245	
	Misc. & Foreign,	386	162,346

(Exhibits 39 and 40, R. 115, 117.)

The foregoing *data* clearly show we offered one thing to advertisers, and the petitioner offered a very different thing.

By our combination rate we offered advertising in 1,098,936 papers going to readers in 14 states.

Petitioner at its rate for advertising offered advertising in but 162,346 papers going to readers in 5 states.

Our papers did not circulate at all in 2 of the 5 states in which petitioner's paper circulated.

Petitioner's paper does not circulate at all in 11 of the 14 states in which our papers circulate.

Respondents have combined for the purpose of furnishing to the advertising public what the advertising public desires. Respondents separately cannot furnish what respondents by their combination furnish, nor can petitioner. Must respondents refrain from selling something to the public simply because a competitor is not able to sell the like thing? Does the Sherman Act make it unlawful for the respondents to sell at a price which is sufficiently profitable to them, even though a competitor may thereby lose some of his business because of the price that respondents are able and willing to make?

As we have said, petitioner's paper circulates mainly in Indiana. The record shows that approximately 71 per cent of petitioner's circulation is in Indiana.

Now, taking the State of Indiana as illustrative, the record shows that there are circulated in Indiana 669,989 weekly farm papers, and the United States census shows that there are but 189,575 farms in Indiana. (R. 121.)

There are, therefore, proceeding upon the basis of averages, 3.68 weekly farm papers per farm that circulate in Indiana.

Since there come to each Indiana farm an average of 3.68 farm papers weekly, can it be said that there is any lack of supply of farm advertising?

Respondents' proportion of this supply of farm advertising in Indiana is less than one in six of the circulation in Indiana, or approximately only 100,000. Is it not true, therefore, that the respondents do not control, and under the evidence in this record cannot control, either the media or the price of advertising in farm journals?

There can, in our opinion, be no other answer to these questions than that these respondents do not control and cannot control either the media or the price of farm advertising. They have not the power to stifle or in any manner affect competition; and since these premises are true, it must be true that the record here affirmatively shows that there has been no violation of either Section 1 or Section 2 of the Sherman Act.

The Combination Rate Constituted No Giving of Advertising Free by Respondents in Petitioner's Territory.

The case of the petitioner rests upon the fallacy that the saving to the advertiser who buys advertising in all our papers at the combination rate constitutes a gift of our

advertising in the area in which petitioner's paper circulates.

By this same token, it may be said by a publisher whose paper circulates in Illinois that our advertising in Illinois is thus given free; and the same might likewise be fallaciously said by every publisher whose paper circulates in any and every one of the 14 states in which the respondents' papers, combined, circulate.

To carry this to a logical conclusion it must be concluded that respondents give away, absolutely free, all the advertising in all their papers, obtained at the combination rate.

Suppose the case of five (5) magazine publishers, the magazine of each of whom sells separately at $3 for the year, the aggregate price, if sold singly, thus being $15, who agree to sell at 66⅔ per cent of their individual prices if the magazines of all shall be purchased by a subscriber by a single order given to a common solicitor, the aggregate price on the joint order being, therefore, $10: Would, in such case, any publisher of another $3 magazine comparable to those so sold and circulating in the like area be heard to say that, to the extent of the sales thereby made in his territory, he had been damaged in violation of the Sherman Act?

Take the case of the petitioner, as shown by the record, in the sale of subscriptions to its weekly paper: It charges 5 cents per copy if bought by the single copy, but if a year's subscription of 52 weekly copies is purchased, the rate for the year is 60 cents. (R. 89, Column marked "Subscription Price".) Would any other publisher of a weekly paper circulating in petitioner's territory and selling at 5 cents per copy be heard to complain that by such reduced subscription rate for the year petitioner was thus giving

away 40 weekly issues of its paper free, to the damage of such competitor in violation of the Sherman Act?

Many other common, every-day illustrations might be instanced, in no wise distinguishable from the case at bar, respecting which neither layman nor lawyer nor Judge considers for one moment to be a violation of the Sherman Act.

In the case at bar there is no more basis for the petitioner's claim that the Prairie Farmer's advertising is thus given away than there would be for the claim of another Nebraska publisher that the Nebraska Farmer's advertising is given free by the respondents, or for the claim of an Iowa publisher that the advertising in Wallace's Farmer is given away free, or for the claim of a Wisconsin publisher that the advertising in the Wisconsin Agriculturist is given away free, or for the claim of a Minnesota or Dakota or Montana publisher that the advertising of The Farmer is given away free by respondents.

The fact that our combination rate may be less than the aggregate of our individual rates does not mean at all that the advertising in such one or any one of the papers of respondents is furnished without cost to the advertiser.

Place of Publication Is Irrelevant. Volume and Territory of Circulation Are Alone Relevant to the Question of Competition.

Petitioner has set forth in its briefs what it claims to be the number of state farm papers *published* in the States in which respondents' papers are published. But to an advertiser the place where a paper is published is of no importance. The territory in which it circulates is the vital consideration.

The object of an advertiser and the object of advertising is to put printed advertising matter into the hands of readers. If 100,000 copies of a journal published in the

State of Maine are weekly circulated among as many subscribers residing in the State of Indiana, the advertising value of such a journal to an advertiser who wishes to advertise in Indiana is precisely the same as if the same journal were published in Indiana.

When it is considered that the farmers and others interested in farming, residing in the States in which respondents' papers circulate, are reached by so many other farm papers than ours, the national farm papers alone having a circulation in the area we serve substantially three times as great as our circulation, to say nothing of city papers, county seat papers, the general magazines, vocational papers and the like, all of which are read by the same people who read our papers and which advertise the same things we advertise, the claim is untenable that the fragmentary advertising media owned by respondents can restrain or can monopolize the business of advertising to farmers and farming interests.

As to Appendix 2 to the opinion of this Court: This table purports to set forth (1) the advertising lineage merely carried in such farm papers as are *published* in the territory in which respondents' papers *mainly* circulate (being 8 only of the 14 states in which respondents' papers circulate), (2) the advertising lineage carried by respondents in the territory in which respondents' papers mainly *circulate,* and the percentages of respondents' advertising lineage to such total advertising lineage, in the several years from 1928 to 1932. This table appears in petitioner's original brief at page 9 thereof.

The vice and the total inadequacy of this table to prove anything in petitioner's favor consists in the fact that here again petitioner deals only with farm papers *published* in a given territory and not with the volume of the farm paper *circulation* in such territory. Furthermore, it wholly

omits any reference to the many farm papers published in the remaining six states in which respondents' papers circulate. And, more important still, this table wholly omits to embrace the advertising lineage of five of the great national farm papers, ranging from 84,000 to 221,000 lines of advertising each, and with a circulation of over 2,000,000 in the eight states in which respondents' papers mainly circulate. The fact that none of these five papers are *published* in any of the eight states in which respondents' papers are published, has caused the petitioner to exclude them from this table. (R. 123, 124.)

And still more important, the petitioner's said table of lineage fails to state, as the record shows, that the total advertising lineage of *all farm papers circulating* in these eight states in which respondents' papers mainly circulate is, for example, in the year 1931, 8,757,325. (R. 87, 124.)

Thus, while this Appendix 2 shows the advertising lineage of all papers *published* in these eight states to be, for 1931, 3,562,695, the record shows that the advertising lineage of all farm papers *circulating* in that year in such eight states is 8,757,325.

And the record shows the relation between advertising lineage of (1) papers *published* and (2) papers *circulating* in these eight states in the other years is substantially the same as in 1931.

In Appendix 1 to the opinion of this Court is set forth a table from petitioner's petition for certiorari showing that there are published in the states in which respondents' papers principally circulate a total of 77 farm papers, of which 54 are vocational or technical farm papers and 23 are general farm papers.

The vice in this table is the same as in the one just discussed. That is to say it includes only papers published in the territory and omits papers circulated in said territory.

By a vocational or technical farm paper is meant a paper devoted to the interests of a *class* of farming, such as dairying, fruit, live stock (both in general and breeds in particular), poultry, bees, wheat and other grains, and the like. The precise journals referred to are set forth by name and place of circulation in Exhibit 29 at page 83 of the record.

Now the record shows the names of the very advertisers the failure of whom to advertise at all or to continue to advertise with petitioner is the basis of petitioner's whole claim of loss. We find in such list of advertisers such well and nationally known advertisers as the Equitable Life Assurance Society, General Foods Corporation, Skelly Oil Company, Columbia Phonograph Company, Utica Knitting Company, Western Railways Committee on Public Relations, The Pictorial Review Company, Crosby Radio Corporation and Westinghouse Electric Company, not to mention many others of a similar class. These advertisers sell life insurance, breakfast cereals, knitted clothing, pictorial magazines, phonographs, radios, household and other electrical equipment, motor and fuel oils and railroad freight and passenger service.

In all of these things the corn farmer, the wheat farmer, the hog raiser, the cattle raiser, the poultry raiser, the fruit grower and the other classes of specialized farmers are as much interested as is the general farmer. All alike are buyers of the same essential things and these advertisers, who the petitioner thinks ought to advertise with it but do not, are interested in advertising to such specializing farmers in all of these 77 farm papers *published* in the states in which respondents' papers principally circulate. All of these vocational and technical papers, so called, constitute, therefore, part of the advertising media with which petitioner and respondents must compete. The number of

these vocational and technical farm papers, as distinguished from the number of general farm papers, is not material to petitioner's case in petitioner's favor.

We submit, therefore, with respect to petitioner's claim and arguments based on the numbers and the kinds of farm papers *published* in the territory in which respondents' papers circulate, that the place of the publication is not, but only the place of the circulation, is relevant here and that in determining the volume and extent of competitive farm publications, vocational and technical farm papers must be considered together with general farm papers; and that the general and the specialized classes of farm journals must be considered in determining the proportion of the competitive advertising field here dealt with.

CONCLUSION.

What respondents have done by their combination rate fosters competition; and what fosters competition is the antithesis of restraint and monopoly.

Accepting now the premise that the business here involved is interstate commerce, we urge that there is no power in respondents and no plan to restrain that commerce and no power or plan to monopolize that commerce. Restraint and monopoly by respondents are impossible under the evidence in this record.

Of course every sale that any man or set of men may make of any commodity may be said to detain from his competitor just so much business. But a sale or many sales by one of his own commodity is not a violation of the Sherman Act, if thereby the seller does not stifle competition.

This Court, in the case of *Board of Trade* v. *United States,* 246 U. S. 231, at page 238, thus spoke:

> "But the legality of an agreement or regulation cannot be determined by so simple a test as whether it

restrains competition. Every agreement concerning trade, every regulation of trade, restrains. To bind, to restrain, is of their very essence. The true test of legality is whether the restraint imposed is such as merely regulates and perhaps thereby promotes competition, or whether it is such as may suppress or even destroy competition. To determine that question the court must ordinarily consider the facts peculiar to the business to which the restraint is applied; its condition before and after the restraint is imposed; the nature of the restraint, and its effect, actual or probable. The history of the restraint, the evil believed to exist, the reason for adopting the particular remedy, the purpose or end sought to be attained, are all relevant facts."

In the case of *United States* v. *American Linseed Oil Co.*, 262 U. S. 371, at page 388, this court said:

"The Sherman Act was intended to secure equality of opportunity to protect the public against evils commonly incident to monopolies and those abnormal contracts and combinations which tend directly to suppress the conflict for advantage called 'competition,'—the play of the contending forces ordinarily engendered by an honest desire for gain. 'The statute did not forbid or restrain the power to make normal and usual contracts to further trade by resorting to all normal methods, whether by agreement or otherwise, to accomplish such purpose. * * * The words 'restraint of trade' should be given a meaning which would not destroy the individual right to contract, and render difficult, if not impossible, any movement of trade in the channels of interstate commerce—the free movement of which it was the purpose of the statute to protect.' *United States* v. *American Tobacco Co.*, 221 U. S. 106."

We are not condemned by the Sherman Act if we shall try, and to some extent succeed, to save ourselves from the active, effective competition of the economically and strategically superior class of national farm papers.

As has been repeatedly said by the court, there must be a definite factual showing of illegality before it may be said there is a violation of the Sherman Act.

There is no such definite factual showing by the evidence in this case. The definite factual showing instead is precisely to the contrary.

In conclusion, we call the attention of the court to the fact that the verdict here for these respondents was directed only after all the evidence was in and after the petitioner had rested its case and not merely upon the conclusion of petitioner's case in chief.

It may be assumed, therefore, that if the judgment appealed from is reversed and the case shall again, after a retrial, come before this court, the evidence the petitioner will again present will be the same as the petitioner now presents by this record.

WHEREFORE, respondents pray that they be granted a rehearing of this cause, and that upon such rehearing the judgment appealed from be in all things affirmed.

MAXWELL V. BEGHTOL,
THOMAS E. MURPHY,
BURKE G. SLAYMAKER,
CLARENCE F. MERRELL,
Attorneys for Respondents.

The undersigned, counsel for the respondents, who are petitioners for a rehearing herein, hereby certify that the foregoing petition is presented in good faith and not for delay.

MAXWELL V. BEGHTOL,
THOMAS E. MURPHY,
BURKE G. SLAYMAKER,
CLARENCE F. MERRELL.

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Supplemental Statement of Facts

The opinion of this Court accurately characterizes and identifies the journals that are parties to this proceeding—state or sectional farm papers, which circulate largely in the State where printed. Likewise, this type papers is distinguished from the vocational group, and from the nationals which have a nation-wide circulation. A general farm paper may include either state, national or local farm magazines, but not the vocational journals.

Respondents' witness Gregory testified on cross-examination, to quote only a part, as follows (R. 137):

> We have rather well marked agricultural sections in which certain classes of advertising is peculiarly in demand. For instance, we have a section they call the corn belt section. The advertising that would be peculiarly adapted to what we refer to as the corn belt would not be desirable advertising for all of the national papers. There are two of those so-called nationals which have the bulk of their circulation in the corn belt, and they do compete pretty strongly for the kind of advertisement we are speaking of . . .

Respondents' witness Gill testified in part as follows (R. 127-128):

> Farm papers are classified as national farm papers, which is a paper that circulates over the Union in substantially all of the states; and technical and vocational, as they are generally known. A technical publication is a paper that appeals to dairy farmers or any particular class of farming. The vocational paper is the same as a technical paper. And then the other is the state and local farm paper—sometimes called

sectional. Some people call state farm papers sectional farm papers and some of them call them state papers and some call them local papers. * * * Assuming that state and national (sectional) papers are the same thing, there now is published in Illinois one—the Prairie Farmer; one in Nebraska—The Nebraska Farmer. In 1928 there were published in Illinois the Prairie Farmer and the Illinois Farmer. The Illinois Farmer was taken over by the Prairie Farmer.

The Court: How many are there in Indiana?

The Witness: There is two, what we call two Indiana farm papers: the Prairie Farmer, Indiana Edition, and the Indiana Farmer's Guide.

The Farm Life that was published at Spencer, Indiana, a while, was more or less national. It isn't published now. * * * Just one state paper published in Iowa—Wallace's Farmer and Iowa Homestead; just one in Nebraska—The Nebraska Farmer; one in Minnesota—The Farmer and Farm, Stock & Home; one in Wisconsin —Wisconsin Agriculturist & Farmer. The Farmer & Farm, Stock & Home, that is a Minnesota paper published at St. Paul. The two editions are the Minnesota Edition and the Dakota Edition. * * *

Depending upon the supporting data given in Exhibits 29-40 (R. 83-117), Exhibit 41 (R. 123, 124) reveals that the following general farm papers, all of which were published in one of the eight states comprising the Midwest Unit, went out of business from 1928 to 1932: "Illinois Farmer" (Illinois); "Iowa Farmer and Corn Belt Farmer" (Iowa); "Iowa Homestead" (Iowa); "South Dakota Farmer and Breeder" (South Dakota); "Wisconsin Farmer" (Wisconsin), and "Farm Life" (Indiana). In addition, by the time of trial one other journal in the territory had ceased publication (R. 128): "The Da-

kota Farmer" (So. Dakota). All of the above papers were state farm papers, with the exception of "Farm Life," which respondents' witness Gregory characterized as "more or less national" (R. 128).

Thus, now, the respondents have but one competing state farm paper in the entire Midwest Unit territory—petitioner's paper, "The Indiana Farmer's Guide" (R. 128); all other state or sectional farm papers have vanished. Why these other papers have gone out of business the Record does not directly show; the answer must rest upon inferences.

Directing attention to certain savings therein computed, the respondent Prairie Farmer disseminated to advertisers a circular including the following, which is a part of Exhibit 13 (R. 55):

> Cost of Covering Indiana With Prairie Farmer (Ind. Ed.) Instead of Farmers Guide, When the Midwest Unit is Used to Cover the Eight States of Indiana, Illinois, Wisconsin, Minnesota, North Dakota, South Dakota, Nebraska and Iowa:

	Line Rate	One Column	Two Columns	Full Page
The Farmer (2 Editions) ...	$1.60	$312.50	$625.00	$1,250.00
Nebraska Farmer	.85	154.70	309.40	618.80
Wallace's Farmer	1.75	343.00	686.00	1,372.00
Wisconsin Agriculturist	1.25	245.00	490.00	980.00
Prairie Farmer (Ill. Ed.) ...	1.30	236.60	473.20	946.40
Indiana Farmers Guide	1.00	196.00	392.00	784.00
Total for eight states	$7.75	$1,487.80	$2,975.60	$5,951.20
Unit Rate for 8 states	$7.00	$1,274.00	$2,548.00	$4,870.00
Substitute Prairie Farmer for Indiana and Save ..	$ .75	$ 213.80	$ 427.60	$1,081.20

Respondents, at page 10 of their petition, have a table showing the circulation of the six national papers in the eight Midwest Unit states. The figure given is 3,441.941. The same source of information, however, (R. 85, 87) shows that the total circulation of these same journals is 8,016,162; or, in other words, 4,574,221 copies of these national papers circulate to other parts of the country.

As to the theory and proof of damages:

(1) The primary cause of petitioner's injury is the combination rate which was effected by the respondents.

(2) Because of this rate, petitioner claims that it has lost advertising lineage which otherwise it would have carried.

(3) In proving its damages, petitioner has confined itself to advertising lineage which actually has been run in all of respondent publications, as a unit (Exhibits 7-11, R. 26-50; Exhibits 14-19, R. 60-74; R. 80).

(4) Petitioner, in turn, has classified this lineage into two groups: (a) old accounts, that is, accounts which had been run in petitioner's paper some time during the years 1928-1932, but which subsequently were dropped from the paper (Exhibits 14-15, R. 60-61); and (b) those accounts which were not carried by petitioner during the years 1928-1932—but which were run by all of the Midwest Unit papers (Exhibits 16-17, R. 63-64).

(5) The loss of lineage under (a), above, is shown to be in excess of 64,000 lines (Exhibit 14, R. 60); the loss under (b) is, in round numbers, 131,000 lines (Exhibits 16-17, R. 63-64). Thus, the total loss claimed is shown to be in excess of 195,000 lines.

(6) Petitioner's display advertising rate is $1.00 per line (R. 75).

(7) Petitioner's treasurer, Frank Martin, a certified public accountant (R. 75), testified in detail, for each year involved in the complaint, as to petitioner's display advertising revenue and estimated what it would have been, in the absence of the combination rate (R. 78-80). A computation made from these estimates for the five-year period shows a total loss of over $145,000.

The witness was not cross-examined by counsel (R. 80).

Summary of Argument

The Jury Would Have Been Warranted in Finding That Respondents' Activities Violated Either Sections 1 or 2, or Both, of the Sherman Act.

(1) Petitioner was not required to prove a conspiracy by direct evidence; a conspiracy may be inferred from the things actually done.

Eastern States Lumber Assn. v. U. S., 234 U. S. 600, 612.

(2) While respondents, if they were acting severally and not in concert, might not offend the prohibitions of the Act, yet the activities such as complained of here, being done by many acting in concert, take on the form of a conspiracy, with an accompanying liability to any against whom the concerted action is directed, if they suffer thereby.

Eastern States Lumber Assn. v. U. S., 234 U. S. 600, 614.

Grenada Lumber Co. v. Mississippi, 217 U. S. 433, 440.

(3) Conceding, for the sake of argument only, that respondents effectuated the Midwest Unit combination in order better to meet the competition afforded by the national papers, that fact could not relieve respondents from liability to petitioner, when the necessary effect of their concerted activities was to and in fact did stifle and directly and substantially restrict the free competition afforded by petitioner's paper.

Paramount Famous Lasky Corp. v. U. S., 282 U. S. 30, 42-44.

Addyston Pipe & Steel Co. v. U. S., 175 U. S. 211, 234.

(4) Should, for example, an advertiser desire Indi-

ana coverage in petitioner's paper instead of "Prairie Farmer" but at the same time wish to use the balance of respondents' state farm papers to cover the other seven middle Western States, respondents' scheme of selling a full page in all seven of their editions for almost $300 less than they sell like space in six, can not be disguised as a normal or fair competitive plan of business.

(5) The purpose of the Sherman Act is to secure equality of opportunity and to prohibit abnormal contracts and combinations, such as found here, which tend directly to suppress the conflict for advantage called competition.

U. S. v. American Oil Co., 262 U. S. 371, 388.
Paramount Famous Lasky Corp. v. U. S., 282 U. S. 30, 43.

(6) The evidence offers no dispute as to the fact that all of the litigating papers in this proceeding are state farm papers and that the petitioner's publication is the only surviving competitior in the territory involved in the complaint.

(7) The evidence strongly supports the ultimate fact that respondents have endeavored to put the petitioner out of business.

(8) There is no dispute as to the fact that respondents have succeeded in increasing their percentage of advertising carried in all the general farm papers, excepting the nationals, published in the eight Midwest Unit States, from 56 per cent, in 1928, to 82.9 per cent, in 1932.

(9) It is a well recognized rule that a combination need not be a complete monopoly before it is subject to attack; it is sufficient if it really tends to that end.

U. S. v. E. C. Knight & Co., 156 U. S. 1, 17.
Pocahontas Coke Co. v. Powhatan Coal & Coke Co., 60 W. Va. 508, 525.
Thornton, "A Treatise on the Sherman Anti-Trust Act," p. 105.

(10) A directed verdict is proper only when the

state of the evidence is such as to leave no room for doubt that it is the duty of the jury to find accordingly.

Pence v. Langdon, 99 U. S. 578, 580.

(11) A case should not be withdrawn from the jury unless the evidence be of such a character as to compel the court, in the exercise of a sound legal discretion, to set aside a verdict in opposition to it.

Connecticut, etc., Co. v. Lathrop, 111 U. S. 612,615.

The Jury Would Have Been Warranted in Returning a Verdict Awarding Petitioner Substantial Damages.

(1) The advertising lineage petitioner claims to have lost (more than 195,000 lines) because of respondents' combination rate included only the precise advertisements which were actually run in all seven of respondents' papers, but did not appear in petitioner's paper.

(2) Approximately 64,000 lines (petitioner's rate is $1.00 per line) of this amount were placed by advertisers who during this period had previously been using petitioner's paper, but who subsequently discontinued it; 131,000 lines were contracted for by advertisers who, from 1928-1932, had not used petitioner's paper.

(3) It properly might have been inferred by the jury that the advertisers who had been using petitioner's paper would have continued so to do, in the absence of the Midwest Unit rate; likewise, it would have been a proper inference that petitioner's paper would have received contracts from advertisers who

did not use its paper at all, during the period in controversy.

Eastman Kodak Co. v. Southern Photo Co., 273 U. S. 359, 378.

(4) Petitioner's treasurer, after qualifying himself as an expert accountant and showing himself as being familiar with the data shown by the various exhibits introduced in evidence, stated in detail petitioner's revenue for each of the years involved, and for a like period estimated what, in his opinion, the revenue would have been, in the absence of the combination rate. The total difference amounts to $146,131.25.

(5) When, because of their unlawful conduct, respondents have injured the petitioner and have made difficult the ascertainment of the precise damages suffered by the petitioner, respondents may not be heard to complain that the damages can not be measured with exactness.

Eastman Kodak Co. v. Southern Photo Co., 273 U. S. 359, 378.

Pierce v. Tenn. Co., 173 U. S. 1.

Rankin v. Bill Poster Assn., 42 Fed. (2d) 152, 155-156.

(6) If respondents had reason to believe that the estimate of the witness Martin was unfair, they had ample opportunity by cross-examining him to discredit his testimony or to show any fallacy in his reasoning. The witness, however, was not cross-examined.

(7) A directed verdict is proper only when the state of the evidence is such as to leave no room for doubt that it is the duty of the jury to find accordingly.

Pence v. Langdon, 99 U. S. 578, 580.

(8) A case should not be withdrawn from the jury unless the evidence be of such a character as to compel the court, in the exercise of a sound legal discretion, to set aside a verdict in opposition to it.

Connecticut, etc. Co. v. Lathrop, 111 U. S. 612, 615.

Argument

The burden of respondents' arguments for a rehearing seems to be that their combination activities were entered into for the purpose of meeting the competition afforded by the national farm papers. It is not contended—nor could it be contended from any record showings—that these national publications themselves have joined in any combination to give them an unnatural or unfair advantage in conducting their respective business operations; and it appears not clear upon what theory the respondents hope to gain immunity from the effects of their admitted combination, in their efforts to convince the Court that it was not the state papers, but the national farm organs, whose legitimate business activities they sought to invade by their abnormal and unlawful combination.

As we read the Sherman Act and interpret the decisions of this Court in construction thereof (***Eastern States Retail Lumber Dealers Association*** v. ***U. S.***, 234 U. S. 600; ***Paramount Famous Lasky Corp.*** v. ***U. S.***, 282 U. S. 30) the Act is no respecter of persons, the larger, as well as the smaller, being equally entitled to protection from individuals or corporations, separately engaged in competitive business enterprises, who enter into "abnormal contracts and combinations which tend directly to suppress the conflict for advantage called competition." This Court said, to quote from the opinion first above referred to (p. 613):

> "The argument that the course pursued is necessary to the protection of the retail trade and promotive of the public welfare in providing retail facilities is answered by the fact that Congress, with a right to control the field of interstate commerce, has so legislated as to prevent resort to practices which unduly restrain

competition or unduly obstruct the free flow of such commerce, and private choice of means must yield to national authority thus exerted."

And as stated in the latter opinion (pp. 42-43):

"* * * The Sherman Act was intended to secure equality of opportunity, and to protect the public against evils commonly incident to monopoly, and those abnormal contracts and combinations which tend directly to suppress the conflict for advantage called competition—the play of the contending forces ordinarily engendered by an honest desire for gain. * * *'

"* * * The prohibition of the statute cannot 'be evaded by good motives. The law is its own measure of right and wrong, of what it permits, or forbids, and the judgment of the courts cannot be set up against it in a supposed accommodation of its policy with good intentions of parties, and, it may be, of some good results.' "

If the respondents desired more effectively to compete with the national publications, it was within their rights severally to expand their plants, to widen the scope of their circulations and to broaden the objects of news appeal, and thus compete upon the same basis. But for them to unit their investments and resources throught an abnormal agreement and rate set-up which they claim affords them an advantage in competing for the larger business without sacrificing the facilities for the smaller field, is a type of unfair competition denounced by the Act.

But this effort to divert the direct issue, like most alibis, is seemingly intended only for the exigencies of this case. Had the national papers been the real targets of respondents' combination advertising schedules, it seems probable that respondents would have brought before the Court the rate schedule of the national publications, so as to afford it the data for making comparisons. The record nowhere dis-

closes the advertising rates of the national farm papers.

In their petition for rehearing (p. 14), respondents say that "the evidence in this record shows that the circulation of the six great national farm papers in the eight states in which respondents' papers principally circulate is more than six times respondents' combined circulation in such states." This evidently is an inadvertence, for the combined circulation of the respondents' publications, as stated in the petition, was 1,084,336, while the circulation of the national papers in those states was 3,441,941 (petition for rehearing, p. 10). With a total national circulation of 8,016,162 (R. 85, 87), 4,574,221 copies of these national papers go to other parts of the country. Would a prudent advertiser, desiring to call attention to his product only in the middle western states, use a national paper circulating throughout the entire country, when to do so he would have to pay at a rate commensurate with that vast circulation—would have to pay for the surplus circulation to parts where he would not contemplate or desire sales?

On account of the inherent differences in the scope of territory covered, the diversity of industry, and appeal to reader interest, any competition between the two classes—the national farm journals and the state farm papers—necessarily is of an indirect and inconsequential character.

Notice of that portion of Exhibit 13 (R. 55) carried in the "Supplemental Statement of Facts," utterly dispels respondents' pretensions that it was the national and not the state papers at which the Midwest Unit combination was aimed. Furthermore, the record shows (R. 128) that petitioner's paper is the only surviving state farm paper competitor of respondents in this territory; the balance have disappeared since 1928 (Exhibits 29-40, R. 83-117; Exhibit 41, R. 123-124). The evidence of the witness Gregory,

president of the Midwest Unit organization, and vice president of the Prairie Farmer Company (R. 137), quoted previously herein, assists us considerably in marking the distinctions between state and national farm papers, so far as normal competition between them is concerned.

As bearing upon the question of the type of proof required in showing a conspiracy on the part of the respondents, we quote the following language from the opinion of this Court in the case of ***Eastern States Lumber Association*** v. ***U. S.,*** 234 U. S. 600 (612):

> "* * * It is elementary, however, that conspiracies are seldom capable of proof by direct testimony and may be inferred from the things actually done. . ."

At page 614, the Court quotes with approval from ***Grenada Lumber Company*** v. ***Mississippi,*** 217 U. S. 433, 440:

> "'* * * An act harmless when done by one may become a public wrong when done by many acting in concert, for it then takes on the form of a conspiracy, and may be prohibited or punished, if the result be hurtful to the public or to the individual against whom the concerted action is directed.'"

Thus, what any one of the respondents may or might do, when acting separately, is one thing, and what they have done in acting in concert is another.

Exhibit 13 (R. 55), coupled with the results proven on the trial, strongly supports the ultimate fact that respondents have endeavored to put petitioner out of business. Likewise, it properly may be inferred that the several state farm papers which suspended business in this territory since 1928 were forced to do so because of the same activities of the respondents which are sapping the life blood of petitioner's paper.

At page 6 of petitioner's reply brief, filed prior to the hearing of the cause, a table is set forth (but not

repeated here) showing that respondents have succeeded in increasing their percentage of advertising carried in all of the general farm papers, excepting the nationals, published in the eight Midwest Unit states, from 56 per cent in 1928 to 82.9 per cent in 1932. This graphically shows the success of respondents' scheme.

A combination need not be a complete monopoly before it is subject to attack; it is sufficient if it really tends to that end.

> "Again, all the authorities agree that in order to vitiate a contract or combination it is not essential that its result should be a complete monopoly; it is sufficient if it really tends to that end and to deprive the public of the advantages which flow from free competition."
>
> U. S. v. E. C. Knight & Co., 156 U. S. 1, 17.
>
> See also: Pocahontas Coke Co. v. Powhatan Coal & Coke Co., 60 W. Va. 508, 525.
>
> Thornton, "A Treatise on the Sherman Anti-Trust Act," p. 105.

A directed verdict is proper only when the state of the evidence is such as to leave no room for doubt that it is the duty of the jury to find accordingly.

> Pence v. Langdon, 99 U. S. 578, 580.

A case should not be withdrawn from the jury unless the evidence be of such a character as to compel the court, in the exercise of a sound legal discretion, to set aside a verdict in opposition to it.

> Connecticut etc. Co. v. Lathrop, 111 U. S. 612, 615.

In the light of the record disclosures and the principles and authorities hereinabove set out, we believe there can be no room for doubt that the jury would have been warranted in finding that respondents violated both sections 1 and 2 of the Act.

PETITIONER'S DAMAGES

The proof shows (Exhibits 32-40, R. 93-119) that petitioner's paper had a substantially larger circulation in Indiana than the Indiana Edition of the "Prairie Farmer." For Indiana coverage, therefore, petitioner's paper naturally offered the better medium in this State.

We have cited the decisions of this and other courts affirming the doctrine that those who commit wrongs such as those found here are in no position to be overexacting as to the character of proof of damages, and that it is competent to obtain estimates from those familiar with the history of the business.

> Eastman Kodak Co. v. Southern Photo Materials Co., 273 U. S. 359, 378.
>
> Pierce v. Tenn. Co., 173 U. S. 1.
>
> Rankin v. Bill Posters Assn., 42 Fed. (2d) 152, 155-156.

In this case, in view of the prevailing national depression, petitioner was unwilling to submit the case upon mere estimates based upon the operating revenues before and after the unlawful enterprise was entered upon. Such testimony would have been open to honest question as to how far the losses may have been caused by the depression. To meet this situation, petitioner went further and carried the investigation to the specific accounts which were run in the Unit group during the period, but which petitioner did not receive for Indiana coverage. As illustrative of these accounts, we make reference to the first fourteen of them appearing in Exhibit 19 (R. 74), all of which appeared in the Unit group, including the "Prairie Farmer" (Ind. Ed.), in the year 1931, but none of which appeared in the petitioner's publication. The names of the advertisers, in the main, indicate the character of the things advertised to be that which is peculiarly adapted to the corn belt, and it would be a fair inference for the jury to

draw the conclusion that the loss to petitioner was occasioned by the Unit activities and schedule. For the full five-year period in question, 117 such accounts were carried in the Unit group but lost by the petitioner for Indiana coverage (Exhibit 19, R. 70-74).

The claim that some of these accounts may have been obtained by the Unit through the exclusive right to use the so-called Ralston Colored Inserts is but another way of confessing pernicious activities. There is nothing to justify any claim that the petitioner could not have contracted with Ralston for these colored inserts, except for the Unit's doings.

The respondents had an opportunity to cross-examine the witness Martin as to the basis of his estimate of damages, and as to whether he had sources of information other than the fact of the lost accounts. But respondents did not cross-examine the witness (R. 80). At most, the extent of damages was a question of fact for the determination of the jury. There was competent evidence to warrant the inference that the petitioner sustained damages in the amount tacitly recognized in the opinion of the Court of Appeals.

Pence v. Langdon, 99 U. S. 578, 580.
Connecticut etc. Co. v. Lathrop, 111 U. S. 612, 615.

CONCLUSION

We believe the following conclusions fairly may be drawn from the record facts and the authorities applicable thereto:

(a) Respondents did not enter into the Unit combination for the purpose of meeting the competition of national farm papers.

(b) Even if otherwise, respondents had no legal right to combine their separate investments, resources and activities for the purpose of meeting the competition of the national publications, acting separately.

(c) Respondents entered upon their combination program for the purpose of obtaining an unfair advantage over the other state papers published and circulated within the eight states substantially comprising the grain and stock belt section of the country.

(d) The proof that in their articles (Midwest Farm Paper Unit, Inc.), respondents agreed to co-operate with each other; that they each had equal representation on this corporate board, with no invitation or opening to other state farm papers within the territory to join in their Unit program and rates; their affirmative propaganda against advertising in other state farm papers published within the territory, specifically naming petitioner's publication; the failure of the several other state farm papers during the Unit activities; the substantial loss in advertising accounts sustained by the petitioner during said period, and other facts and circumstances disclosed by the record made it a case for the jury. And it would have been error for the District Court to have taken the case from the jury on the ground of insufficiency of evidence.

Believing that all questions were fully considered and rightly decided by this Court on the former hearing, we earnestly pray that the petition for rehearing be denied.

Respectfully submitted,

U. S. LESH,
JAMES E. LESH,
Indianapolis, Ind.
EBEN LESH,
JOSEPH H. LESH,
Huntington, Ind.

Counsel for Indiana Farmers Guide Publishing Co.

SUPREME COURT OF THE UNITED STATES.

No. 60.—October Term, 1934.

The Indiana Farmer's Guide Publishing Company, Petitioner,
vs.
The Prairie Farmer Publishing Company, Wallace Publishing Company, The Wisconsin Farmer Company, The McKelvie Publishing Company, Webb Publishing Company, Midwest Farm Paper Unit, Inc.

On Writ of Certiorari to the United States Circuit Court of Appeals for the Seventh Circuit.

[December 3, 1934.]

Mr. Justice Butler delivered the opinion of the Court.

Petitioner brought this action against respondents alleging facts upon which it claimed they violated §§ 1 and 2 of the Sherman Act and thereby caused injury to its property and business for which it prayed recovery of three-fold damages under § 7. The respondents answered separately by general denial. At the close of all the evidence they submitted a written motion that the court direct a verdict in their favor. The court granted the motion and entered judgment. The Circuit Court of Appeals affirmed. 70 F. (2d) 3.

Section 1 of the Sherman Act denounces "every contract, combination in the form of trust or otherwise, or conspiracy, in restraint of trade or commerce among the several States". 15 U. S. C., § 1. Section 2 declares: "Every person who shall monopolize, or attempt to monopolize, or combine or conspire with any other person or persons, to monopolize any part of the trade or commerce among the several States . . . shall be deemed guilty of a misdemeanor." 15 U. S. C., § 2. Section 7 provides: "Any person who shall be injured in his business or property by any other person or corporation by reason of anything forbidden or declared to be unlawful by this act may sue therefor . . . and shall recover three fold the damages by him sustained, and the costs of suit, including a reasonable attorney's fee." 26 Stat. 210.

For a number of years, 1928 to 1932 inclusive, next prior to the commencement of this action the petitioner and each respondent other than the Midwest Farm Paper Unit, Inc., was a publisher of one or more farm papers. Each is a general, and not a vocational, paper; the larger part of its circulation is in the State where printed; it does not circulate in any substantial number throughout the country as a whole and is called a state or sectional paper in order to distinguish it from publications having a wider and what is referred to as a national circulation. Petitioner publishes weekly "The Indiana Farmer's Guide" at Huntington, Indiana. Its circulation is about 160,000 of which over two-thirds is in Indiana and approximately 50,000 in other States. The respondent Prairie Company publishes in Illinois "The Prairie Farmer" and the "Indiana Edition" of the same, which has a large circulation in Indiana. The Wallace Company publishes in Iowa "Wallace's Farmer and Iowa Homestead". The Wisconsin Company publishes in Wisconsin the "Wisconsin Agriculturist and Farmer". The McKelvie Company publishes in Nebraska "The Nebraska Farmer". The Webb Company publishes in Minnesota "The Farmer and Farm, Stock and Home" and the "Dakota Edition" of the same. Advertising matter carried by each of these publishers includes classified and display or commercial advertisements. The latter only is involved in this case. Each is largely dependent for financial success upon revenue derived from these advertisements. Most of the advertisers are located in States other than those in which the papers are published. About ninety per cent. of petitioner's advertisements comes from points outside Indiana and is obtained by correspondence, traveling solicitors and representatives located in different parts of the country. Advertisers, in order to enable petitioner to print their advertisements as desired, send to it from outside Indiana electrotypes which, after being used, are returned to the advertiser or held subject to his order.

The Midwest Unit is an agency incorporated in 1931 and the successor of an organization formed in 1928. Its officers and directors are representatives of the other respondents which make use of that agency, as similarly use was made of its predecessor, to procure at combination rates identical advertisements to be published in their seven farm papers. The gist of the complaint is that respondents entered into a contract, combination and conspiracy for

the purpose of obtaining a monopoly of the farm paper business including the publication, circulation and distribution of advertisements of peculiar interest to farmers "within the territory covered" by their publications; that in furtherance of this contract, combination and conspiracy they conceived a plan and design calculated to break down and destroy "competition with other farm publications within said territory"; and that in order to effectuate that purpose they agreed upon a combination schedule of advertising rates for all their publications materially below the total of the separate rates of each.

There was evidence tending to show: That the combination rate for advertisements in respondents' seven papers was much less that the total of the separate charges for the same advertisements in any six; that respondents acting separately and in concert sought and obtained advertisements for all seven papers at rates much less than the charges would have been for identical advertisements if, omitting the "Indiana Edition" of "The Prairie Farmer", they were published in the other six and in petitioner's "Indiana Farmer's Guide". Thus, at least according to petitioner's contention, it appears that by means of the combination rate, respondents, acting together pursuant to agreement to that end, gave a substantial financial advantage to advertisers choosing the "Indiana Edition" instead of the Farmer's Guide.

Petitioner contends that the ground upon which the district court directed the verdict was that its activities were not shown by the evidence to constitute interstate commerce. The record is ambiguous. Respondents' motion did not specify any grounds upon which they claimed to be entitled to the peremptory instruction. There is nothing to indicate the arguments submitted or authorities cited by either party. The court orally instructed the jury: "There has been, in my opinion, a failure on the part of the plaintiff in this case to show that there has been any restraint of trade as between the different states . . . That being true, this court would not have jurisdiction to entertain the case, at all, and your finding, under that state of facts, should be for the defendants".

Respondents take no issue with the petitioner's assertion of fact. But, impliedly assuming its correctness, they argue that, while petitioner and respondents are engaged in interstate commerce in the circulation of their papers, the subject matter of the suit is not that business but the making of contracts by respondents for the in-

sertion of advertising matter in their papers and that therefore the case is ruled by *Blumenstock Bros.* v. *Curtis Pub. Co.*, 252 U. S. 436, 438. And they say the trial court did not err in holding that "there can be no restraint or monopoly of interstate commerce when the subject matter of the complaint does not relate to interstate commerce at all". Thus, by a construction of the complaint that is utterly untenable, they support the very basis upon which petitioner maintains the district court rested its decision. Inferentially their contentions go far to show—and in the light of all the circumstance we find—that the trial court's direction of verdict and its judgment rests solely upon the ground that petitioner failed to introduce evidence that its business or that of respondents included interstate commerce.

Blumenstock Bros. v. *Curtis Pub. Co., supra,* gives no support to that ruling. There, an advertising agency sued a publishing company under § 7 of the Sherman Act for damages alleged to have been caused to the agency by the publisher's violation of § 2. Defendant moved to dismiss on the ground that the complaint did not allege a cause of action within the provisions of the Act. The district court granted the motion and entered judgment dismissing the suit for want of jurisdiction over the defendant or the action, and included in the record a certificate in accordance with § 238 of the Act of March 3, 1911, 36 Stat. 1157, that the question involved was whether the facts alleged constituted a cause of action under the Act.

We said (p. 442): "In the present case . . . the subject-matter dealt with was the making of contracts for the insertion of advertising matter in certain periodicals belonging to the defendant. It may be conceded that the circulation and distribution of such publications throughout the country would amount to interstate commerce, but the circulation of these periodicals did not depend upon or have any direct relation to the advertising contracts which the plaintiff offered and the defendant refused to receive except upon the terms stated in the declaration. The advertising contracts did not involve any movement of goods or merchandise in interstate commerce, or any transmission of intelligence in such commerce. This case is wholly unlike *International Textbook Co.* v. *Pigg,* 217 U. S. 91, wherein there was a continuous interstate traffic in textbooks and apparatus for a course of study

pursued by means of correspondence, and the movements in interstate commerce were held to bring the subject-matter within the domain of federal control, and to exempt it from the burden imposed by state legislation". And after reviewing earlier decisions the opinion continued (p. 444): "Applying the principles of these cases, it is abundantly established that there is no ground for claiming that the transactions which are the basis of the present suit, concerning advertising in journals to be subsequently distributed in interstate commerce, are contracts which directly affect such commerce".

The business that is here alleged to have been damaged is the publication and circulation of these farm papers. That business includes the obtaining of advertising, the transportation between States of electrotypes sent respectively to petitioner and respondents by their customers to be used in setting up advertisements and the transportation of substantial quantities of the papers in interstate commerce. Advertising at compensatory rates is an essential element. The opinion in *Blumenstock Bros.* v. *Curtis Pub. Co., supra,* assumed that a publishing business such as that now under consideration would amount to interstate commerce. There is no ground for the contention that the evidence in this case is not sufficient to go to the jury on the question of interstate commerce. *International Textbook Co.* v. *Pigg, supra,* 106-107. *Pensacola Tel. Co.* v. *West., etc. Tel. Co.,* 96 U. S. 1, 9-10. *Dahnke-Walker Co.* v. *Bondurant,* 257 U. S. 282, 290-201. *Di Santo* v. *Pennsylvania,* 273 U. S. 34, 36. *Eastman Co.* v. *Southern Photo Co.,* 273 U. S. 359, 370, 374. *Furst* v. *Brewster,* 282 U. S. 493, 497. Cf. *N. Y. Life Ins. Co.* v. *Deer Lodge County,* 231 U. S. 495, 510, *et seq.*

The Circuit Court of Appeals did not consider the ground upon which the district court put the judgment. It impliedly assumed that petitioner's business does include interstate commerce. It accepted the assertion that, due to the combination rate of respondents, petitioner lost commercial advertisers. In decision of the case, the court said (p. 5): "We are, however, not satisfied that appellant has established a fact which rested upon it to prove; viz., that through this combination there was effected such a restraint of interstate commerce as would materially affect the entire farm journal advertising business. Such is the requirement laid down in *Standard Oil Co.* v. *United States,* 283 U. S. 163. The facts in

that case indicated a much greater control of the gasoline production industry than is present in the case before us. . . . Likewise, it seems the facts in *Appalachian Coals, Inc.*, v. *United States*, 288 U. S. 344, presented a case of much stronger domination by the combinations that had formed than the one before us. . . . we cannot escape the force of appellees' statement—' . . . If, as held in *Standard Oil Co.* v. *United States* . . . the owners of 55 per cent. of the gasoline in the United States could not by combination obtain a monopoly in violation of the Sherman Act, and if, as held in *Appalachian Coals, Inc.*, v. *United States*, . . . the owners of 74 per cent. of the coal mined in a certain territory could not obtain a monopoly in violation of the Sherman Act, then how can it be held that 5 out of approximately 300 newspapers can obtain a monopoly of advertising, and how can it be held that newspapers which do only approximately 15 per cent. of the advertising in the farm journal field can obtain a monopoly?' In the face of these two decisions we agree with Judge Baltzell that a proper case for the application of sections 1, 2, and 7 of the Sherman Anti-Trust Act was not established."

The Circuit Court of Appeals makes the relation between the amount of farm journal advertising controlled by respondents to the total in the entire country a basis of its judgment affirming that of the district court. But the complaint charges restraint and attempt to monopolize only in the territory served by respondents' publications, being five—or seven if the Indiana and Dakota editions are separately counted—out of a total of 23 papers in that territory.[1] Petitioner claims that during the five-year

[1]The petition contains the following computation to show the number and type of farm papers published in the eight states in which petitioner's and respondents' papers principally circulate:

	Total Number of Papers	General	Vocational or Technical
Illinois	36	5	31
Indiana	10	4	6
Iowa	10	5	5
Minnesota	8	2	6
Nebraska	3	1	2
North Dakota	1	0	1
South Dakota	1	1	0
Wisconsin	8	5	3
Total	77	23	54

period respondents' advertisements ranged from 44.37 per cent. to 66.92 per cent. of the total in the territory properly to be taken into account.[2] The record contains no suggestion by respondents or by either court that petitioner's allegations are not sufficient to charge a violation of §§ 1 and 2. Its right to recover does not depend upon the proportion that respondents control of the total farm paper advertisements in the entire country, and it was not required to prove that respondents imposed a restraint or attempted monopolization that would affect all commercial advertisements in all farm papers wherever published or circulated. The provisions of §§ 1 and 2 have both a geographical and distributive significance and apply to any part of the United States as distinguished from the whole and to any part of the classes of things forming a part of interstate commerce. *Standard Oil Co.* v. *United States,* 221 U. S. 1, 61.

Our decision in *Standard Oil Co.* v. *United States,* 283 U. S. 163, has little if any bearing upon the question whether the facts alleged in the complaint and supported by the evidence in this case reasonably may be held to constitute a violation of § 1 or § 2. That was a suit for injunction, § 4, to prevent an alleged combination from creating a monopoly or restraining interstate commerce by control of the part of gasoline produced by cracking. The district court granted some of the relief sought. The case came here on defendants' appeal. Slight notice of the principal features of the case is sufficient to distinguish it from the one now before us. Three producers, owning patents for cracking by which the yield of gasoline is greatly increased, joined with the owner of similar patents in agreements for the exchange of patent rights and division of royalties which were challenged by the government as a violation of the Act, chiefly upon the ground that they enabled the parties to the agreement to maintain existing royalties.

[2]Petitioner's computation follows:

	Total Lineage Carried by all Papers	Total Lineage Carried by Respondents' Papers	Per Cent of Respondents' Lineage to Total
1928	7,490,806	3,323,256	44.37
1929	6,844,629	3,235,364	47.26
1930	5,172,535	2,980,963	57.63
1931	3,562,695	2,207,650	61.97
1932	2,151,376	1,439,753	66.92

Cracked gasoline is not distinguishable from the straight run. They are mixed or sold interchangeably. The output of cracked gasoline was about 26 per cent. of the total. The record did not show the production of cracked by licensees. It was not shown that by agreeing on royalties defendants could control price or supply. We held that the United States was not entitled to any relief and reversed the decree of the district court.

Appalachian Coals, Inc., v. *United States*, 288 U. S. 344, was brought here on appeal from a decree of the district court granting an injunction against a combination of producers of bituminous coal in a suit by the United States under the Sherman Act. It may be taken for present purposes that the defendants' production was 74.4 per cent. of the total in the territory in which they operated. But this was only about 12 per cent. of the production east of the Mississippi. It was shown that relatively little bituminous coal is consumed in the district in which the defendants operate mines. They marketed most of their coal in highly competitive territory. We held, in view of the conditions disclosed by the record, that there was no basis for concluding that competition anywhere would be injuriously affected by the cooperative plan adopted by the combination, and reversed the decree.

The Circuit Court of Appeals, while recognizing that "there are essential fact differences which make comparisons of different industries of little value", rested its judgment upon respondents' arguments based upon these cases. But the abridged statements of issues there involved and decided are sufficient to show that respondents' contention reflected inadequate ascertainment and appreciation of the facts and considerations there held controlling and that these decisions turned upon the government's failure to prove restraint of competition and that they are not in point here. It results therefore that the ground on which the Circuit Court of Appeals rested its judgment cannot be sustained.

Petitioner sought this writ upon the ground that the Circuit Court of Appeals held it bound to prove that respondents effected such a restraint of interstate commerce as would materially affect the farm journal advertising business in the entire country and misapplied our decisions in the *Standard Oil Company* case and the *Appalachian Coals* case. Respondents had opportunity here to show that, although given on untenable grounds, the judgment

below is right and should be affirmed. And, if by the record they could so demonstrate, this court, if satisfied beyond doubt that it could do so without prejudice to petitioner, properly might refrain from reversal. *Deery* v. *Cray*, 5 Wall. 795, 807. *Vicksburg & Meridian Railr'd* v. *O'Brien*, 119 U. S. 99, 103. *Peck* v. *Heurich*, 167 U. S. 624, 629. But respondents suggest nothing to justify the direction of verdict and judgment in their favor. Certainly, in the absence of a claim on their part that, conceding the errors exposed by this opinion, the judgment is right, we will not examine the record to discover grounds to sustain it. Cf. *Chicago, Milwaukee &c. R'y* v. *Tompkins*, 176 U. S. 167, 179. *Hammond* v. *Schappi Bus Line*, 275 U. S. 164, 170 *et seq.* We intimate no opinion whether, upon the question of restraint or monopoly or upon the question of injury to petitioner or its business, the evidence is sufficient to warrant a verdict in its favor.

The judgment of the Circuit Court of Appeals should be reversed and the case remanded to the district court with directions that petitioner be granted a new trial.

So ordered.

A true copy.

Test:

Clerk, Supreme Court, U. S.